Without Prejudice

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** made at Mumbai this [●] day of [●] in the Christian Year Two Thousand Twenty Three (2023) BETWEEN **M/S. TULSIANI SUMER ASSOCIATES**, a partnership firm having its principal place of business at 1103/1104, Tulsiani Chambers, Nariman Point, Mumbai 400 021 hereinafter referred to as **"THE PROMOTER/DEVELOPER"** (which expression shall, unless it be repugnant to the context or meaning thereof, include the partners or partner for the time being and from time to time constituting the said firm) of the One Part;

AND

[●], having his/her/their/its address at [●]hereinafter referred to as "**THE ALLOTTEE/S**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust, the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company, its successors and permitted assigns) of the **OTHER PART**:

[OR]

[●], a Company/Limited Liability Partnership incorporated under the provisions of the Companies Act, 1956/2013 or Limited Liability Partnership Act, 2008, having its Registered Office at [●], through its Director/ Designated Partner [●], hereinafter referred to as the

"Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and permitted assigns) of the **OTHER PART**:

[OR]

[●], a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932, having its Principal Place of Business at [●], through its Partner [●], hereinafter referred to as the **"Allottee/s"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its Partners for the time being, the survivors or survivor of them and their or his/her heirs, executors, administrators and permitted assigns) of the **OTHER PART**:

[OR]

[●], a Hindu Undivided Family, having its address at [●], through its Karta and Manager [●], hereinafter referred to as the **"Allottee/s"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, (i) in case of Individual/s its Karta/Manager and Coparceners for the time being, the survivors or survivor of them and their or his/her heirs, executors, administrators and permitted assigns) of the **OTHER PART**:

[OR]

[●], a Public/Private Trust, having its address at [●], through its Trustee [●], hereinafter referred to as the **"Allottee/s"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its Trustees for the time being, the survivors or survivor of them and their or his/her heirs, executors, administrators and permitted assigns) of the **OTHER PART**:

The Promoter/Developer and Allottee/s shall hereinafter be collectively referred to as "**Parties**" and individually referred to as "**Party**".

In this Agreement (unless the context requires otherwise), reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders.

W H E R E A S :

A. One Rashtriya Metal Industries Limited (hereinafter referred to as "**the Owner**") has by and under an Agreement dated 30th August, 1993 duly registered with the Office of the Sub-Registrar of Assurances at Bandra under Serial No. BDR-15/1853 of 2006 followed by another Development Agreement dated 4th March, 2006 duly registered at the office of the Sub-Registrar of Assurances at Bandra under Serial No. BDR-1/2014 of 2006 granted in favour of the Promoter/Developer full and exclusive development rights in respect of land admeasuring in aggregate 39841.30 sq. mtrs. and bearing Survey No. 12, Hissa No. 2 and 4 and corresponding CTS Nos. 179/A to H of Mulgaon Village (admeasuring 14770.20 sq. mtrs.) and bearing CTS No. 230/A to D of Village Kondivita (admeasuring 25071.10 sq. mtrs.) in the Registration Sub-District and District of Bombay City and Bombay Suburban, within Greater Bombay, together with the structures standing thereon, which composite piece of land is situated at J. B. Nagar, Andheri (East), Mumbai 400 059 and is hereinafter for brevity's sake referred to as "**the said Rashtriya Land**" for the consideration and upon the terms and conditions more particularly setout therein;

B. Pursuant to and in accordance with the aforesaid two (2) Agreements (referred to in Recital (A) above) the Promoter/Developer is in full and exclusive possession of the said Rashtriya Land and are entitled to develop the same to the maximum extent permissible under law and are in a position to acquire absolute title to the said Rashtriya Land either in its own name or in the name of persons as may be nominated by the Promoter/Developer;

C. One Ashok Ganpati Naik (hereinafter referred to as "**the said Ashok**") has by and under an Agreement dated 19th June, 2002 duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-4/3950-2002 granted in favour of the Promoter/Developer full and exclusive development rights in respect of land admeasuring 202.34 sq. mtrs. or thereabouts bearing Survey No. 65A, Hissa No. 3, corresponding CTS No. 238B of Village Kondivita situate at J. B. Nagar, Andheri (East), Mumbai 400 059 and hereinafter for the brevity's sake referred to as "**the said Naik Land**" for the consideration and upon the terms and conditions more particularly setout therein;

D. Pursuant to the aforesaid Agreement (referred to in Recital (C) above) the Promoter/Developer is in full and exclusive possession of the said Naik Land and is entitled to develop the same to the maximum extent permissible under law and is in a position to acquire absolute title to the said Naik Land either in its own name or in the name of persons as may be nominated by the Promoter/Developer;

E. The said Rashtriya Land and the said Naik Land aggregately admeasuring 40,043.90 square meters are hereinafter collectively referred to as the "**said Property**" and currently renumbered as plots bearing CTS Nos. 179A/1, 179A/2, 179B, 179C, 179E, 179 F and 179G of Mulgaon Village admeasuring 14,770.20 sq. mtrs. and plots bearing CTS No.238B, 230A/1A, 230A/1B, 230A/1C of Village Kondivita admeasuring 25,273.70 square meters in the Registration District and Sub-District of Mumbai Suburban, within Greater Bombay, together with the structures standing thereon, lying, being and situate at J.B.Nagar, Andheri (East), Mumbai 400059. The said Property is more particularly described in the **FIRST SCHEDULE** hereunder written and is shown bounded in red color on the **PLAN** hereto annexed and marked as **ANNEXURE "A"**. The said Property abuts partly on an internal road and partly on a proposed D. P. Road;

E One M/s. Sahar Developers a partnership firm through its partners M/s. Tulsiani Builders and Textiles Private Limited and M/s Chandumal Sons Private Limited (hereinafter referred to as "**the said Sahar Developers**") has developed an adjoining land admeasuring 9420 square meters or thereabouts bearing CTS No. 243 (A) and 243-A/1 of Village Kondivita situate at J. B. Nagar, Andheri (East), Mumbai 400 059 (hereinafter referred to as "**the said Sahar Developers Land**");

F. Pursuant to an application for amalgamation made by the Promoter/Developer and the said Sahar Developers to the Municipal Corporation of Greater Mumbai (hereinafter referred to as "**the MCGM**"), MCGM has approved amalgamation of the said Property with the said Sahar Developers Land for development as one composite layout aggregately admeasuring 49,463.64 sq.mtrs (hereinafter for brevity's sake referred to as "**the said Layout Land**").

G. The Municipal Commissioner of Greater Mumbai has vide its letter dated 10th July, 1993 bearing No. CHE/2461/DPWS permitted change of user of the said Property from Industrial to Commercial Zone (C-1) subject to the terms and conditions as stated therein;

H. The Office of the Additional Collector and C. A. ULC Brihan Mumbai has granted its permissions u/s. 22 of the Urban Land (Ceiling & Regulation) Act, 1976 bearing No. C/ULC/D.III/22/4941 dated 20th October, 1993 and Corrigendum dated 15th December, 1998 duly modified by its Order bearing No. C/ULC/D.III/22/4017 and 4941 dated 25th January, 2005 and extended upto 19th October, 2006 by its Letter dated 25th January, 2005 in respect of the said Property;

I. The Promoter/Developer has developed layout scheme/ project for construction of commercial buildings and other amenities like clubhouse having facilities such as gymnasium, swimming pool etc. by use of the basic FSI available in respect of the said Property

as also the benefit of concessions and free FSI areas and Transferable Development Right (TDR) as well as reservation TDR generated from the said Property by whatever name called and in all forms acquired and purchased by them from the sellers and used/utilized, consumed and exploited on the said Property as receiving plot as was permissible by the concerned Development Authorities from time to time in terms of Amended Plan Approval letter bearing No. CE/8644/WS/AK/337/2/amend dated 30th May, 2023 (hereinafter referred to as the said "**the said Sanctioned Layout Plan**";

J. The principal and material aspects of the development on the said Property (hereinafter referred to as "**the said Whole Project**") are briefly stated below:-

(i) The development of the said Whole Project is undertaken in phase wise manner and the same comprises of the said Completed Buildings (defined hereinafter), the said New Building to be known as "**Mint**" (referred to as Commercial Building No.3, Wing 'A' as per the said Sanctioned Layout Plan) (defined hereinafter) and proposed future building Wing 'C' (hereinafter referred to as "**the said Proposed Future Building**");

(ii) The Allottee has perused a copy of the said Sanctioned Layout plan for the said Property;

(iii) The scheme and scale of the development proposed to be carried out by the Promoter/Developer on the said Property shall be in accordance with the said Sanctioned Layout Plan of the said Property and the proposed amendments thereto from time to time in accordance with the applicable laws;

(iv) FSI utilized and consumed for construction and development of the said Whole Project till date is **52187.15** square meters

built up area out of **78505.81** built up area presently sanctioned FSI;

(v) The internal roads, common areas, facilities and amenities in the said Whole Project that may be usable by the Allottee/s or which Allottee/s may have restricted/limited access are listed in the **Annexure-[•]** ("**said Whole Project Amenities**");

(vi) The Promoter/Developer alongwith the said Sahar Developers have completed the construction of the below mentioned buildings (hereinafter collectively referred to as "**the said Completed Buildings**") and have formed and registered their respective Co-operative Societies of purchasers of units/ premises thereof (hereinafter collectively referred to as "**the Societies of the Completed Buildings**") details whereof are hereunder:-

Sr. No.	**Names of the said Completed Buildings**	**No. of Floors**	**Occupation Certificate received on**	**Name of the Societies of Completed Buildings**
1.	Midas (*Building No.1*)	Basement + Ground Floor + 7 Upper Floors	23.09.1995	Sahar Plaza Midas Premises Co-operative Society Limited
2.	Bonanza (*Building No.2*)	Ground floor + 7 upper Floors	1.10.1996	Sahar Plaza Bonanza Premises Co-operative Society Limited
3.	Meadows (*Building No.6*)	2 Basement + Stilt + 10 Upper Floors	12.10.2007	Sahar Plaza Meadows Premises Co-operative Society Limited
4.	Windfall *(Building No.3 Wing-B and Wing B-1)*	2 Basement + Ground Floor + Podium + 12 Upper Floors	17.10.2011	Sahar Plaza Windfall Premises Co-operative Society Limited
5.	Club House	Basement + Ground + 1 upper floor	13.08.2019	N.A

(vii) MCGM had earmarked five (4) four portions of the said Property for the purposes of reservation i.e. D. P. Road on 2 (two) portions, Law Court and Court housing on 1(one) portion and a Garden Reservations on 1 (one) portion;

(viii) In addition to aforesaid reservations, the Promoters/ Developer is required to provide Amenity Space as per Sanctioned Layout Plan;

(ix) The Promoter/Developer has in accordance with the said Sanctioned Layout Plans handed over possession of D.P.Road reservation, Law Court and Court Housing and Garden Reservations to MCGM and availed of the TDR in lieu thereof for utilization on the said Property;

(x) The Promoter/ Developer shall at its sole discretion relocate the Amenity Space in consonance with the further revised/amended plans and/or further plans as may be submitted by the Promoter/Developer and approved by MCGM from time to time without affecting the proposed development of the said New Building **("Balance Reservation")**;

(xi) The Promoter/Developer shall grant a right of way to MCGM over the 12.00 meter wide internal road in the said Sanctioned Layout Plan to serve as access to Amenity Space admeasuring 1722.06 square meters and shall avail TDR in lieu of Amenity Space which is proposed to be utilized on the said Property;

(xii) On the receipt of further approvals from the concerned authorities and at the sole discretion of the Promoter/Developer, the Promoter/Developer may connect basement of two of the said Completed Buildings i.e Bonanza and Midas with the basement of the said New Building as per the proposed plans;

(xiii) The Promoter/ Developer at its discretion shall sell, transfer or demise and/or jointly develop part or portion of the land allocated for construction of the Proposed Future Building ("**Future Development Plot**") as proposed in the said Property to any person/company/firm/ institution etc. as the Promoter/Developer may deem appropriate and construction thereon shall be carried on in accordance with the said Sanctioned Layout Plans of the structure that may be proposed for the Future Development Plot by utilizing FSI/FAR, TDR FSI by whatever name called;

(xiv) The details of the formation of the Apex Body, and conferment of title upon the Apex Body with respect to the said Layout Land (including the said Project Land defined hereinafter) are mentioned in Clause 18 herein. As per the applicable building development control regulations the said Whole Project Amenities shall be transferred and conveyed unto and in favour of the Apex Body in the manner stipulated herein;

(xv) The nature of development of the said Whole Project will be phase-wise and would constitute users as may be permissible under the applicable laws from time to time;

(xvi) The above details and further aspects of the proposed future and further development of the said Whole Project, as inspected by the Allottee and as enumerated hereinabove are hereinafter referred to as the **"Proposed Future and Further Development of the** said **Whole Project"**;

(xvii) The Promoter/Developer is entitled to amend, modify and/or substitute the Proposed Future and Further Development (as enumerated hereunder) of the said Property, in full or in part, as may be required by the applicable laws from time to time without any recourse to the Allottee/s;

K. As part of the phase-wise development of the said Property, presently the Promoter/Developer has applied for and obtained sanction of building plans vide Amended Plan Approval Letter dated 30th May, 2023 bearing No. CE/8644/WS/AK/337/2/Amend and Commencement Certificate bearing No. CE/8644/WS/AK dated19th June, 2007 which has been revalidated upto 18th June, 2024by MCGM for construction of commercial building to be named as "**MINT**" (referred to as Commercial Building No. 3, Wing- A as per the said Sanctioned Layout Plans) consisting of two basement + stilt + attached Podium connecting to Windfall Building + 10 upper floors, hereinafter referred to "**the said New Building**" to be constructed on a portion of the said Property and being a part of the said Whole Project admeasuring 5,756.35 square meters or thereabouts forming part of CTS No. 179A/1 of Village Mulgaon and CTS No. 230A/1A of Village Kondivita admeasuring in aggregate 27,914 Square meters in the Registration District and Sub-District of Mumbai Suburban, within Greater Bombay lying, being and situate at J. B. Nagar, Andheri (East), Mumbai 400 059 and is hereinafter for the brevity's sake referred to as "**the said Project Land**" and more particularly described in the **SECOND SCHEDULE** hereunder written and is shown bounded in Blue color on the **PLAN** hereto annexed and marked as ANNEXURE "A". The Promoter/Developer has explained to the Allottee and the Allottee has understood that the said New Building shall be connected to one of the said Completed Buildings known as Windfall and to the Proposed Future Building at the podium/ basement and sharing common access and entry points and the Allottee/s has unconditionally and irrevocably accepted and agreed that the Promoter/Developer shall at their sole discretion be entitled to develop the Future Development Plot phase -wise and utilize the FSI and development potential of the said Property.

L. The Allottee/s is aware that the plans of the said New Building as sanctioned under the Amended Plan Approval Letter dated 30th May, 2023 does not reflect the full balance development potential of the said Property including the said Project Land and that the Promoter/Developer is entitled to utilize balance and future potential of the said Property in construction of the Proposed Future Building in accordance with the concessional and other approvals granted by the Commissioner (MCGM) and that may be granted hereafter and therefore the Allottee/s is aware that the existing plans sanctioned for the said New Building with Amended Plan Approval Letter shall be further revised/ amended by the Promoter/Developer from time to time for consuming all permissible BUA/FSI/Compensatory and Incentive FSI on the said Property. The Allottee/s has agreed and consented to the development of the said Whole Project;

M. In the aforesaid background, subject to the aforesaid, the Promoter/Developer is thus entitled to fully develop on their own account, the said Project Land and to construct building/s thereupon and to independently sell and dispose of on ownership basis or otherwise, the different premises/units/ offices/shops/ in the said New Building to be constructed on the said Project Land and to enter into Agreements for Sale/Lease/ or other alienation or transfer of the different units/premises in the said New Building to be constructed on the said Project Land and to receive the entire consideration in respect of the same and to give effectual discharge and receipts for the same;

N. The construction of the said New Building to be known as "**MINT**" (referred to as Commercial Building No. 3, Wing- A as per the said Sanctioned Layout Plans) on the said Project Land is proposed as a "Real Estate Project" by the Promoter/Developer and has been registered as a 'real estate project' ("**the said Project**") with the Maharashtra Real Estate Regulatory Authority ("**MahaRERA**"), under the provisions of Section 5 of the Real Estate (Regulation

and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**"). The MahaRERA has duly issued the Certificate of Registration No. [●] dated [●] for the said Project and a copy of the RERA Certificate is annexed and marked as **ANNEXURE "[●]"** hereto;

O. The Promoter/Developer has obtained from their Advocates and Solicitors [●], a Title Report dated [●] in respect of the said Property including the said Project Land described in the **FIRST SCHEDULE** hereunder written and a copy of such Title Report is hereto annexed and marked as **ANNEXURE "[●]"**;

P. The principal and material aspects of the development of the said Project Land, are briefly stated below:-

(i) Lower Basement of the said New Building is interconnected with Podium, Lower Basement, Upper Basement, Ground floor of the said Completed Building known as Windfall and further shall be connected to 2nd level Basement of the Proposed Future Building as per the Proposed Future and Further Development of the said Whole Project;

(ii) The said Project shall comprise of commercial premises shops consisting of units/office premises with users as may be permissible under the applicable law from time to time;

(iii) The Promoter/Developer has informed the Allottee/s that at present total FSI of [●] sq. mtrs. (built up area) ("**Sanctioned FSI**") have been sanctioned for consumption in the construction and development of the said Project as approved by MCGM vide Amended Plan Approval Letter being No. CE/8644/WS/AK/Amend dated 30.05.2023 . The Promoter/Developer proposes to eventually avail and

consume a further FSI of [●] sq. mtrs (built up area). ("**Proposed FSI**") aggregating to total FSI of approx. [●] sq. mtrs. (built up area) in the construction and development of the said Project. Any modifications which may be required to consume Proposed FSI shall be in accordance with prevailing guidelines of Development control regulations & necessary norms laid down by MCGM (if any). The Promoter/Developer reserves its right to carry out further construction on the said New building and to construct other building/s and structures on the said Property as per plans as may be sanctioned from time to time by MCGM and other public bodies and authorities;

(iv) The common areas, facilities and amenities in the said New Building and the said Project usable by the Allottee/s are listed in the **FOURTH SCHEDULE** hereunder written ("**said Project Amenities**");

(v) The Allottee is hereby explicitly informed that the plans of the said Project as sanctioned under the Amended Plan Approval Letter may undergo alterations and additions on the said Project Land. These proposed plans have been shown by the Promoter/Developer to the Allottee/s and the Allottee/s has understood such alterations and additions proposed to be made by the Promoter/Developer in the said Project and hereby expressly consents to such alterations and additions and that such consent hereby granted shall be deemed to have been granted by the Allottee/s under Section 14 of The Real Estate (Regulation and Development) Act, 2016 (**RERA**). Such proposed alterations and additions however will not affect the carpet area /Location /Floor /Wing/ Specifications/Facilities/ Amenities of the premises to be allotted to the Allottee/s hereunder, except for changes as provided in this Agreement;

(vi) The Promoter/Developer shall be entitled to put hoardings/ boards of its brand name and brand of "[●]" and "[●]", in the form of neon signs, MS letters, vinyl and sun boards on the the said Project and on the facade, terrace, compound wall or other parts of the said Project and/ or said Whole Project. The Promoter/Developer shall also be entitled to place, select and decide the hoarding / board sites;

(vii) The Promoter/Developer is entitled to amalgamate any contiguous land parcel with the development of the said Project Land, as provided under the Proviso to Rule 4 (4) of the RERA Rules;

Q. The Promoter/Developer has appointed the Architect, M/s. Ratnsorb Architecture & Design registered with the Council of Architects for designing building and Aakar Architects and Consultants for obtaining approvals and the said Sanctioned Layout Plans. The Promoter/Developer has also appointed M/s. Keni & D'Souza as Structural Engineer for preparing the structural designs and drawings and specifications of the said New Building and the Allottee/s accepts the professional supervision of the said Architect and the said Structural Engineer till the completion of the said New Building unless otherwise changed;

R. The Allottee/s has/have demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Allottee/s of all the documents of title relating to the said Property, the said Project Land, the plans, designs and specifications construction schedule and of such other documents as are specified under the RERA and the MahaRERA rules and regulations made thereunder including inter-alia the following:-

(a) All the approvals and sanctions of all the relevant authorities for the construction of the said New Building including the said Sanctioned Layout plan;

(b) Title Report dated [●] issued by [●] Advocates & Solicitors, in respect of the said Property including the said Project Land (**ANNEXURE** "[●]");

(c) Amended Plan Approval Letter bearing No. CE/8644/WS/AK/337/2/Amend dated 30th May, 2023 in respect of the said New Building (**ANNEXURE** "[●]");

(d) Commencement Certificate dated 19th June, 2007 bearing reference No. CE/8644/WS/AK of the said New Building (**ANNEXURE** "[●]");

(e) The MAHARERA Certificate in respect of the said Project (**ANNEXURE** "[●]"); and

(f) Property Register Cards of the said Property (**ANNEXURE** "[●]");

The Allottee/s hereby undertakes not to raise any objection and/or make any requisitions with respect to the title of the Promoter/Developer to develop the said Property;

S. The rights retained by the Promoter/Developer under this Agreement in terms of exploitation of the present and future development rights with respect to the said Property and/or the said Layout Land shall continue to vest with the Promoter/Developer until the Deed of Conveyance and/or deemed conveyance and/or after the statutory vesting of the said New Building alongwith said Project Amenities in favour of the Society and the said Completed Buildings alongwith the said Whole Project Amenities in favour of Apex Body (as defined in Clause 18 hereinbelow), and the same shall be reserved therein in terms of a deed of covenant and undertaking of the Society(ies) and Apex Body to Promoter/Developer, at the time of execution of title documents in favour of the Society and Apex Body;

T. While sanctioning the plans for the said New Building the concerned local authorities and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Developer while developing the said New Building and upon due observance and performance of which only the Occupation Certificate in respect of the said New Building shall be granted by the MCGM;

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

V. Further, the requisite approvals and sanctions for the construction of the said New Building from the Competent Authorities are obtained;

W. The Promoter/Developer has accordingly commenced the construction of the said New Building in accordance with the said Sanctioned Layout Plans, proposed plans and approvals and permissions, as referred hereinabove;

X. The Allottee/s being fully satisfied in respect of the title of the Promoter/Developer to construct the said New Building on the said Project Land has/have approached the Promoter/Developer for purchase of a "**Bare Shell- Raw**" commercial premises being Office No. [●] on the [●] floor of said New Building admeasuring [●] square meters as per the definition of the term "carpet area" under Section 2 (k) of RERA (hereinafter referred to as "**the said Commercial Premises**") and more particularly described in the **THIRD SCHEDULE** hereunder and shown hatched with red color in the floor plan annexed and marked **ANNEXURE "[●]"** hereto for consideration and on the terms and conditions hereinafter appearing;

Y. The Promoter/Developer has agreed to allot to the Allottee/s [●] ([●]) car parking space in Podium/Stack/Basement of the said New Building (hereinafter called the said "**Car Parking Space**") as an amenity provided along with the said Commercial Premises and more particularly described in the **THIRD SCHEDULE** hereunder and shown hatched with red colour in the car parking plan annexed and marked **ANNEXURE "[●]"** hereto. The said Commercial Premises and the said Car Parking Space are hereinafter collectively referred to as "**the said Premises**";

Z. The Promoter/Developer has represented that the said Premises is forming a part of the said New Building and the Promoter/Developer is absolutely authorized to sell and transfer the said Premises to the Allottee/s and to receive and appropriate to itself the sales proceeds in respect thereof;

AA. Under Section 13 of the RERA, the Promoter/Developer is required to execute a written Agreement for Sale of the said Premises with the Allottee/s being in fact these presents and also to register this Agreement under the Registration Act 1908;

BB. The Allottee/s were provided with the draft of this Agreement well in advance and has had sufficient opportunity to go through the same and has understood the terms and conditions thereof, upon which the Allottee/s has agreed to enter into this Agreement. The Allottee/s confirms that prior to the execution of this Agreement, he/she/they along with his/her/their advisors were given full, free and complete inspection of all the documents relating to development of the said Project Land including the Amended Plan Approval Letter, Commencement Certificate, Drawings, Plans and Specifications of the said New Building and the said Project. The Allottee/s has also perused to his/her/their satisfaction and also taken independent advise from his/her/their advisors/ consultants in respect of the disclosures and documents provided by the Promoter/Developer from time to time, the Allottee/s has

agreed to acquire the said Premises on the terms and conditions hereinafter appearing. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction on the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The recitals hereinabove shall form an integral and operative part of this Agreement as if the same were incorporated herein verbatim and to be interpreted and construed and read accordingly. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

2. The Promoter/Developer has commenced construction and shall complete construction of the said New Building to be known as "**MINT**" (referred to as Commercial Building No. 3, Wing- A as per the said Sanctioned Layout Plans) consisting of 2 Basement + Stilt + attached Podium connecting to Windfall Building + 10 Upper Floors on the said Project Land in accordance with the plans, designs and specifications approved by the MCGM, and other local authorities which have been seen and approved by the Allottee/s with only such variations and modifications as may be required by the concerned local authority/ government to be made in them or any of them. However, it is further clarified that on the receipt of further approvals from the concerned authorities and at the sole discretion of the Promoter/Developer, the Promoter/Developer may construct additional floors in the said New Building which may go up to [●] floors and additional units on ground floor / stack parking on the upper most podium as per the proposed plans. These proposed plans have been showed to the Allottee/s prior to execution of this Agreement,

PROVIDED THAT the Promoter/Developer shall have to obtain the prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the premises of the Allottee/s, except, any alteration or addition required by any Government Authorities, or due to change in law, or any change as contemplated by any of the disclosures already made to the Allottee/s. The Promoter/Developer shall also be entitled to make such additions and alterations as may be required by the Allottee/s within the said Premises (as defined hereinafter) or as may be required by any other allottee/s of the said Project within his/her/their/its respective premises without the written permission of any other allottee/s of premises in the said Project. The Promoter/Developer may also make such minor additions and alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer.

PROVIDED FURTHER THAT the Promoter/Developer shall be entitled to make modifications, variations, additions or alterations as may be required by the Promoter/Developer from time to time, by obtaining 2/3rd consent of concerned affected person/s in the said New Building as the case may be. It is clarified that the consent of those allottee/s who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoter/Developer as aforesaid shall not be required.

PROVIDED FURTHER THAT Promoter/Developer has explained to the Allottee/s the said Completed Buildings and the said Proposed Future and Further Development of the said Whole Project on the said Property and particulars of the amenities, specifications, common areas and facilities, limited common areas and facilities, (its restricted use), with restricted users in the said Project to be constructed on the said Project Land and the said Property and the

Allottee/s has/have confirmed the same without any hesitation and objection thereto.

3. **PURCHASE OF THE PREMISES AND CONSIDERATION :**

3.1. The Allottee/s hereby agrees to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell unto the Allottee/s a "**Bare Shell- Raw**" commercial premises being Office No. [●] on the [●] floor in the said New Building admeasuring [●] sq.mtrs. Carpet area as per RERA (hereinafter referred to as **"the said Commercial Premises"**).

It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls, columns of the Unit) and shown hatched with red colour in the floor plan annexed and marked **ANNEXURE "[●]"** hereto as more particularly described in the **THIRD SCHEDULE** hereunder at consideration of Rs. [●] (Rupees [●] only) ("**said Consideration**") and on the terms and conditions hereinafter appearing;

3.2 As an amenity provided along with the said Commercial Premises, the Promoter/Developer has agreed to allot **[●]** number of Car Parking Space/s for the exclusive use of the Allottee/s in the Podium/Basement/Stack of the said New Building (hereinafter referred to as the said "**Car Parking Space**"). The said Car Parking/s is/are provided as an irrevocable amenity without consideration however the Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car

Parking/s by the Promoter/Developer and/or the said Society and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the said Society. The Promoter/Developer shall be entitled to deal with the balance car parking in the said Project at their sole discretion and the Allottee/s/ Society/ Apex Body shall not raise any objection of whatsoever nature for the same . Further, the Allottee/s shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoter/Developer. The said Commercial Premises and the said Car Parking Space are hereinafter collectively referred to as "**the said Premises**" and is more particularly described in the **THIRD SCHEDULE** hereunder written.

3.3 The said Consideration agreed to be paid under this Agreement is inclusive of price towards common/limited common areas and facilities of the said New Building and the said Project Amenities. The nature extent and description of the common/limited common areas and facilities of the said New Building and the said Project Amenities usable by the Allottee/s are more particularly described in the **FOURTH SCHEDULE** hereunder written.

3.4 The Allottee/s has/have paid, before execution of this Agreement, a sum of Rs.[●]/- (Rupees [●] only) [which does not exceed 10% (ten percent) of the said Consideration] as advance payment and hereby agrees to pay to the Promoter/Developer the balance amount of said Consideration of Rs.[●]/- (Rupees [●] only) in the following manner:-

	Amount Rs.	**Particulars**

	Amount Rs.	Particulars
A	Rs. [●]/- (30%)	(Rupees [●] only) paid by the Allottee/s on or before the execution of these presents (the payment and receipt whereof the Promoter/Developer do hereby admit and acknowledge and acquit, release and discharge the Allottee/s);
B	Rs. [●]/- (upto 45%)	(Rupees [●] only) to be paid on completion of plinth of the said Project;
C	Rs. [●]/- (upto 70%)	(Rupees [●] only) in aggregate to be paid on completion of the slabs including podiums and stilts;
D	Rs. [●]/- (upto 75%)	(Rupees [●] Only) to be paid within 15 days of completion of on completion of the walls, doors and windowsof the said Premises;
E	Rs. [●]/- (upto 80%)	(Rupees [●] Only) to be paid within 15 days of completion of staircases, lift wells, lobbies upto the floor level
F	Rs. [●]/- (upto 85%)	to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located
G	Rs. [●]/- (upto 95%)	(Rupees [●] Only) to be paid on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Premises is located
H.	Rs. [●]/- (100%)	(Rupees [●] Only) to be paid within 15 days from Receipt of Part/Full Occupation Certificate of the said Premises and Promoter/Developer offering possession of the said Premises.
	Rs. [●]/-	**Total (Rupees[●]Only)**

In the alternative

The payment plan as per RERA and the rate were shared with the Allottee/s for the said Premises, however Allottee/s has requested the Promoter/Developer to avail one time-structured payment plan for his/her/their own convenience, and also a lumpsum price rebate of [●] and accordingly agreed to a revised payment schedule as incorporated herein below, which has been accepted by the Allottee/s unconditionally and the Allottee/s hereby agrees not to raise any dispute or objection or protest in any forum at any time in future in respect to the price and revised payment plan at any time for any reason whatsoever. At the time of negotiations between the parties, the Allottee/s had sought a reduction in the said Consideration on the basis that the various milestones of completion of construction activities be waived and clubbed and brought forward and the Allottee/s will accelerate the payment of instalments based on such agreed periodic instalments irrespective of construction milestones. Accordingly, the parties negotiated and agreed to the said Consideration, the number of instalments of the said Consideration, the quantum of each instalment and the time of payment of the instalment without linking to the construction schedule of the said Project and such agreed terms of payment are reflected hereinbelow:-

3.5 Further, the Allottee/s or the Financial Institution making payment of said Consideration is responsible to deduct 1% (being the present prevailing rate) of the amount paid towards said Consideration as Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 and deposit the same to the credit of Central Government

and shall issue TDS Certificate(s) in favour of the Promoter/Developer in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottee/s/financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/s/financial institution's notice. In case of any delay by the Allottee/s/financial institution in depositing the TDS amount in the Government Treasury within the prescribed time limit, the applicable interest / penalty for such delay in payment of TDS shall also be borne and paid by the Allottee/s/financial institution. The Credit for the TDS amount deposited by the Allottee/s/financial institution will be given to the Allottee/s only upon receipt of the Original TDS Certificate and the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event of Allottee/s failing to produce the Original TDS Certificates for all the payments made by the Allottee/s, at the time of handing over of the said Premises, the Allottee/s will be required to deposit with the Promoter/Developer such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter/Developer to the Allottee/s upon handing over of the relevant TDS Certificate within one month of the handover of the said Premises to the Allottee/s. In case the Allottee/s fails to handover the relevant TDS Certificate within the stipulated period of one month, the Promoter/Developer shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s;

3.6 It is clarified that the said Consideration shall be payable by the Allottee/s in the Bank Account No. [●] maintained

with [●] Bank, [●] Branch with IFSC Code [●] ("**the said Account**");

3.7 The said Consideration excludes taxes (consisting of tax paid or payable by way of, Goods and Service Tax (GST) and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the said Project and/or with respect to the said Commercial Premises and/or the said Car Parking Space and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Commercial Premises and/or the said Car Parking Space, shall be borne and paid by the Allottee/s alone and the Promoter/Developer shall not be liable to bear or pay the same or any part thereof. It is clarified that such other charges shall be payable by the Allottee/s in the said Account. Goods and Service Tax (GST) means and includes any tax imposed on the supply of goods or services or both under GST Law, which shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc;

3.8 The Allottee/s is/are aware that as per present statute, GST are leviable/applicable on the said Consideration payable

hereunder and consequently the amount of each installment payable by the Allottee/s to the Promoter/Developer in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Allottee/s hereby undertake(s) to pay the amount of the GST along with each installment as mentioned herein and further shall not dispute or object to payment of such statutory dues. The Promoter/Developer shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST applicable thereon and the Allottee/s shall be deemed to have committed default in payment of amount due to the Promoter/Developer hereunder if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government, GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter/Developer in respect of this transaction and/or aforesaid taxes levied are increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same and the Allottee/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter/Developer and its successors-in-title and assigns in respect thereof;

3.9 The said Consideration is escalation-free, save and except escalations/increases, due to the 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 and/or the Government from time to time. The Promoter/Developer 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/Developer shall enclose the said notification/ order/ rule/ regulation/ demand, published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments;

3.10 The Promoter/Developer shall send to the Allottee/s, intimations/ Demand Notes, demanding payments of the relevant amounts under these presents or instalments of the purchase price from the Allottee/s as and when the same falls due as stated hereinabove by issuing the Cheque/Pay Order/ Demand Draft, in the name of the Promoter/Developer only i.e. in favour of "[●]" or any such other name as may be communicated to the Allottee/s by the Promoter/Developer. Such instalments shall be payable by the Allottee/s strictly within the period mentioned in such intimations/Demand Notes. The time for making the payment of each of the aforesaid instalments and all other amounts due and payable shall be the essence of the contract;

3.11 If the Allottee/s in order to augment the resources in his/her/their hands and for the purpose of payment of the said Consideration to the Promoter/Developer under this Agreement for Sale intends to seek loan from any financial institutions / banks, etc. against the security of the said Premises then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions/ bank's, etc. the loan /pre-sanction loan letter and only against which the Promoter/Developer shall issue the NOC to mortgage the said Premises to the Allottee/s in favour of the Lender. Further when such financial institution/ bank, etc. makes a disbursement, it

shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/ Demand Draft, of the Loan amount or instalment/s in the name of the all Promoter/Developer only or any such other name as may be communicated to the Allottee/s by the Promoter/Developer and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or instalment/s in any other name or account, then such financial institution/ bank, etc. shall do so at their own risk and the Promoter/Developer shall not be liable for any cost and consequences arising there from and in such event the Allottee/s shall not be absolved of payment of purchase consideration and consequences for non-payment/default in payment shall be followed;

3.12 It is further agreed and understood that irrespective of the fact whether the Allottee/s has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said Premises, in the event of any delay in disbursement or failure in payment/ disbursement of the balance consideration/ instalment and/or interest payable by the Allottee/s to the Promoter/Developer under these presents for any reason or cause whatsoever, the Allottee/s alone shall personally be liable or responsible to pay the amount of instalment/s with interest (if so delayed in payment of the instalment amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of not having obtained sanction of such finance and/or disbursement or delay in disbursement of such amount by bankers/ financial institution. The Allottee/s shall pay such amount/s so due and payable to the Promoter/Developer from his/her/their own source of income. In the event of delay or default in payment of any one or more instalments

payable under these presents, by the Allottee/s and/or his/her/their Banker/ Financial Institution the Allottee/s personally shall be liable to pay such amount of interest as the Promoter/Developer is entitled to as also be subjected to cancellation of the allotment and termination of this agreement as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoter/Developer. It is however clarified that on the Promoter/Developer cancelling the allotment of the said Premises and termination of this Agreement, the Promoter/Developer after deducting Liquidated Damages as per Clause 8.5 herein below, shall first offer the return of the balance of the refund amount to the bankers/financial institutions who had disbursed the amount from the sanctioned limit and refund the same to such bankers/financial institutions against return of the Original of this Agreement duly cancelled and against execution and registration of necessary writing/documents and the balance, if any, of such refundable amount shall be refunded to the Allottee/s;

3.13 If any of the payment in cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default under Clause 8.5 below and the Promoter/Developer may at its option be entitled to exercise the recourse available hereunder. Further, the Promoter/Developer may, at its sole discretion, without prejudice to its other rights, charge fulfil charges of Rs. [●]/- (Rupees [●] only) for fulfilment of payment instruction upon first instance and for second instance the same would be Rs. [●]/- (Rupees [●] only) in addition to interest at the Interest Rate as defined hereunder for delayed payment. Thereafter no cheque will be accepted and all

further payments shall be accepted through bank demand draft(s) only;

3.14 The Allottee/s shall pay to the Promoter/Developer, the amounts payable under this Agreement on the due date without fail and without any delay or default or demur. The Promoter/Developer will forward to the Allottee/s Notice of demand for amounts due and payable under this Agreement at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amounts within 7 days of the Promoter/Developer dispatching written Notice at the address of the Allottee/s as given in these presents. In addition to the said Consideration, the Allottee/s shall also be liable to bear and pay Service Tax/GST as applicable in addition to the aforesaid installment to the Promoter/Developer. Time as to payment of each of the installments shall be of the essence and the Allottee/s shall be liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests ("**Interest Rate**") on all delayed payments including delay in payment of the goods and service tax as applicable from the due date till the date of payment thereof. The Allottee/s shall pay each installment of the said Consideration to the Promoter/Developer after deducting there from 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the TDS to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoter/Developer in the prescribed Form No.16B for the same, within statutory period from the payment thereof;

3.15 The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said New Building is completed and the Part/Full Occupation Certificate is granted by furnishing

details of the changes, if any, in the carpet area, subject to a variation cap of +/- 3% (three per cent). The said Consideration payable on the basis of the carpet area of the Premises shall be recalculated upon confirmation by the Promoter/Developer. If there is any reduction in the carpet area more than the defined limit of 3%, then, the Promoter/Developer shall refund the excess money paid by the Allottee/s within 45 (Forty five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter/Developer shall demand additional amount from the Allottee/s as per next milestone of the Payment as mentioned in clause 3.4 hereinabove. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.4 hereinabove;

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

3.17 The Allottee/s is aware and confirms that the said Consideration as agreed herein does not include the consideration for carrying out the internal work being the internal finishing work including internal doors, internal partitions, toilets, PoP, flooring, painting, internal plumbing and electrification, fitting, fixtures etc. within the said Commercial Premises which internal work has been agreed to be carried out by the Allottee/s herein at his/her/their/its own cost, expenses, risks and consequences without causing any nuisance and /or

inconvenience to others. The Allottee/s further agrees and undertakes to carry out and complete the said internal work in the said Commercial Premises strictly in accordance with the plans approved by the concerned authorities and shall not carry out any variation in civil work without obtaining the necessary and required prior permissions from the authorities concerned. However, the Allottee/s shall be liable and bound to carry out the entire water proofing work in the said Premises and particularly in toilets only through the agency appointed by the Promoter/Developer and the Allottee/s will be liable to bear and pay to such agency appointed by the Promoter/Developer the cost and/or expenses for the said water proofing works as per the rates certified by the Promoter/Developer without negotiating or bargaining or disputing the same;

3.18 The Promoter/Developer shall have a first lien and charge on the Premises agreed to be acquired by the Allottee/s in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this Agreement;

4. The Promoter/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM at the time of sanctioning the plans or thereafter.

5. **FSI, TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE SAID NEW BUILDING ON THE SAID PROJECT LAND :**

5.1 The Allottee/s hereby agrees, accepts and confirms that the Promoter/Developer proposes to develop the said Propertyby utilization of the full development potential in terms of the said Agreement and the Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter/Developer in this regard;

5.2 The Promoter/Developer shall also be entitled to entire increased, additional, future and extra FSI which may be available in respect of the said Layout Land including the said Project Land on any account or due to any reason whatsoever, including but not limited to, on account of handing over to the Government or the Municipality or altering, shifting, relocating, any buildable/non-buildable reservations on the said Layout Landor otherwise, the same shall absolutely and exclusively belong to and be available to the Promoter/Developer for utilization and consumption on the said Propertywhich shall be developed as a proposed/separate phase in the manner as the Promoter/Developer deems fit and appropriate and the same shall not affect the existing development that is proposed on the said Project and neither the Allottee/s nor the said Society shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity and/or any other services in common;

5.3 The Promoter/Developer shall be entitled to the entire unconsumed and residual floor space index ("**FSI**") in respect of the said Layout Landwhether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights ("**TDR**"), availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in Development Control Regulations or FSI available on payment of premium or FSI available as

incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification of Development Control Regulation and Development Plan, 2034 which are applicable to the development of said Layout Landor otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoter/Developer for utilization and consumption on the said Propertyand which shall be developed as a proposed /separate phase/Building and the same shall not affect the existing development that is proposed on the said Project Land and neither the Allottee/s nor the said Society shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity and/or any other services in common;

5.4 Notwithstanding anything to the contrary contained herein, the Promoter/Developer shall also have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign the residual FSI, if any (by whatever name called) after completion of the development on the said Propertyand permitted by the concerned authorities under the applicable laws and regulations, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Promoter/Developer in their sole and unfettered discretion and as may be permitted by law.

6. **COMPLIANCE OF LAWS RELATING TO REMITTANCES :**

6.1 The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as

laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modifications(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Developer with such permission, approvals which would enable the Promoter/Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time;

6.2 The Promoter/Developer accepts no responsibility in this regard. The Allottee/s shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any 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 the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said premises applied for

herein in any way and the Promoter/Developer shall be issuing the payment receipts in favour of the Allottee/s only.

7. The Promoter/Developer may develop the lands adjacent to the said Layout Land (hereinafter referred to as the "**Adjoining Land/ Properties**") in accordance with Rule 4(4). The Promoter/Developer shall also be entitled to/required to club/amalgamate the development of the said Layout Land(or part thereof) with the Adjoining Land/Properties, whether as a common integrated layout or otherwise, in a phase wise manner subject to necessary approvals/ sanctions from the concerned authorities. For this purpose, the Promoter/Developer shall be entitled to/required to undertake the following as it may deem fit:

7.1 Amalgamate schemes of development, land parcels, lands, land composition and land mix;

7.2 Float FSI/TDR from the said Layout Land onto the Adjoining Land/Properties and from the Adjoining Land/Properties onto the said Layout Land including the said Project Land and undertake consequent construction, development, sale, marketing and alienation;

7.3 Provide common access and entry and exit points to and from the said Project Land (or part thereof) and the Adjoining Land/Properties, which may be used in common by the occupants of units/premises constructed on the said Project Land (or part thereof) and the Adjoining Land/Properties.

8. **POSSESSION DATE, DELAYS AND TERMINATION :**

8.1 The Promoter/Developer shall give possession of the said Premises to the Allottee/s on or before the 30th June, 2026 ("**Possession Date**") with further grace period of 12 months. Provided however, that the Promoter/Developer shall be entitled to an extension of time for giving delivery of the said Premises on the Possession Date, if the

completion of the said New Building is delayed on account of any or all of the following factors (force majeure events):

(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.

Provided that in the event, the Promoter/Developer obtains part or full Occupation Certificate of the said Premises and sends the Possession Notice (as defined hereinafter) to the Allottee/s anytime prior to the Possession Date, the Allottee/s shall be bound and obligated to take possession of the said Premises against Allottee/s making all balance payment without raising any objection to preponement of the date of offering possession of the said Premises. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to the said Commercial Premises (save and except the defects as mentioned in Clause 11.1, the Promoter/Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

The Allottee/s is aware that after handing over possession of the said Commercial Premises to the Allottee/s, the Promoter/Developer may be required to complete the balance construction work of the said Project and therefore in such event the Promoter/Developer shall be entitled to enter upon the said Property and the said Project to carry on balance work of the said Project without any objection or interference of the Allottee/s and the Allottee/s hereby agrees to extend such co-operation to the

Promoter/Developer, as may be required by it in completing the balance work of construction of the said Project.

8.2 If the Promoter/Developer fails to abide by the time schedule for completing the said New Building and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause 8.1 above, then the Allottee/s shall be entitled to either of the following below mentioned:

(a) The Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter/Developer by courier / e-mail / registered post A.D. at the address provided by the Promoter/Developer ("**Allottee/s Termination Notice**"). On the receipt of the Allottee/s Termination Notice by the Promoter/Developer, this Agreement shall stand terminated and cancelled with right of refund. Within a mutually agreed period of 90 (ninety) days from the date of receipt of the Allottee/s Termination Notice by the Promoter/Developer, the Promoter/Developer shall refund to the Allottee/s the amounts already received by the Promoter/Developer under this Agreement with interest at the prevailing rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon ("**Interest Rate**") to be computed from the date the Promoter/Developer received such amount/part thereof till the date such amounts with the interest at the Interest Rate thereon are duly repaid provided a valid Deed of Cancellation of the said Premises is duly executed and registered by parties hereto to give effect to the above termination before making any refund. On such repayment of the amounts by the Promoter/Developer (as stated in this Clause),

the Allottee/s shall have no claim of any nature whatsoever against the Promoter/Developer and/or the said Premises and/or the car park/s and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement and the Promoter/Developer shall be entitled to absolutely deal with the said Commercial Premises and/or the car park/s in the manner it deems fit and proper; Further, upon termination of this agreement, the Promoter/Developer shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc.

OR

(b) If the Allottee/s does not intend to withdraw from the said New Building, then the Promoter/Developer shall pay interest at the Interest Rate for every month of delay from the Possession Date, on the said Consideration paid by the Allottee/s. The interest shall be paid by the Promoter/Developer to the Allottee/s till the date of offering to hand over the possession of the said Premises by the Promoter/Developer to the Allottee/s.

8.3 The Allottee/s hereby acknowledges and agrees that he/she/they shall, within a period of 15 days from the date of such failure, choose either of the aforesaid remedies and not both. If the Allottee/s fails to choose either of the aforesaid remedies within the said period, it shall be deemed that he/she/they has/have accepted sub-clause 8.2 (b) hereinabove and shall accordingly be entitled to

interest only. It is further agreed between the parties hereto that in case the Allottee/s elects his remedy under Sub-Clause 8.2 (b) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Sub-Clause 8.2 (a) above.

8.4 If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee/s shall pay to the Promoter/Developer interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate;

8.5 Without prejudice to the right of the Promoter/Developer to charge interest at the Interest Rate and any other rights and remedies available to the Promoter/Developer, (a) on the Allottee/s committing 3 (three) defaults of payment of any amount due and payable by the Allottee/s to the Promoter/Developer under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of the installments of the said Consideration, the Promoter/Developer shall be entitled to, at its own option and discretion, to terminate this Agreement. Provided that, the Promoter/Developer shall give a notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the

Promoter/Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Promoter/Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter's/Developer's Termination Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter's/Developer's Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoter/Developer shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoter/Developer may deem fit without any reference or recourse to the Allottee/s; and (ii) the Promoter/Developer shall be entitled to adjust and recover from the Allottee/s (a) pre-determined and agreed liquidated damages equivalent to [●] % of the said consideration ("**Liquidated Damages**") along with any losses that may accrue to the Promoter/Developer, by reason of such termination including any diminution in price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter's/Developer's Termination Notice, (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of Promoter's/Developer's Termination Notice as aforesaid and refund the balance, if any, to the Allottee/s. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter/Developer and/or the said Premises and/or the car park/s and that the dispatch of the

said cheque towards refund from the Promoter/Developer to the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents irrespective of whether the Allottee/s accept/s or encash/s the cheque or not, will tantamount to Promoter/Developer having refunded amount due to the Allottee/s and the Allottee/s shall deemed to have accepted the same in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. Further, upon termination of this agreement, the Promoter/Developer shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter/Developer's Termination Notice, the Promoter/Developer shall after deduction of the aforesaid Amounts, refund the balance amount of the said Consideration to the Allottee/s simultaneously, with the Promoter/Developer and the Allottee/s executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee/s entirely.

9. The said Project Amenities and the amenities in the said New Building that may be usable by the Allottee/s is listed in the **FOURTH SCHEDULE** hereunder written. The Promoter/Developer may charge the Allottee/s separately for any up-gradation/changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee's request or approval but which have not been agreed upon herein.

10. **PROCEDURE FOR TAKING POSSESSION :**

10.1 Upon obtainment of the Part/Full Occupation Certificate from the MCGM and upon payment by the Allottee/s of the requisite installments of the said Consideration and all other amounts due and payable in terms of this Agreement, the Promoter/Developer shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter/Developer or the Society, as the case may be. The Promoter/Developer on its behalf shall offer the possession to the Allottee/s in writing within 15 (fifteen) days of receiving the Part/Full Occupation Certificate of the said New Building;

10.2 The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice;

10.3 Upon receiving the Possession Notice from the Promoter/Developer as per Clause 10.1 above, the Allottee/s shall take possession of the said Premises from the Promoter/Developer by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter/Developer, and the Promoter/Developer shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the time provided in Clause 10.2 above such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter/Developer;

10.4 Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/its proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of

the said New Building and said Project Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned Local Authority and/or Government water charges, insurance, common lights & electricity, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said New Building and/or the said Project Land. Until the Allottee/s is admitted as a Member of the said Society, the Allottee/s shall pay to the Promoter/Developer such proportionate share of outgoings as may be determined by the Promoter/Developer at its sole discretion irrespective of provisions of Society Bye-laws. The Allottee/s further agrees that till the Allottee's share is so determined by the Promoter/Developer at its sole discretion, the Allottee/s shall pay to the Promoter/Developer a provisional monthly contribution of Rs. [●]/- (Rupees [●] only) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter/Developer shall not carry any interest and shall remain with the Promoter/Developer until handover is done to Society, upon which the aforesaid sums/amounts, less any deductions as provided for in this Agreement, shall be paid by the Promoter/Developer to the Society;

10.5 Notwithstanding anything stated hereinabove, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said Premises and if for whatsoever reasons respective Recovering Authority recovers the same from the Promoter/Developer in such circumstances the Promoter/Developer herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the

Promoter/Developer within stipulated period as may be informed by the Promoter/Developer to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on the said Premises being first encumbrance of the Promoter/Developer. The Allottee/s herein with due diligence has accepted aforesaid condition;

11. **DEFECT LIABILITY :**

11.1 That if within a period of (5) five years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter/Developer any structural defect in the said Premises or the said New Building in which the said 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/Developer at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter/Developer, compensation for such defect in the manner as provided under the Act;

11.2 That provided however, that the Allottee/s shall not carry out any structural alterations or additions or change of whatsoever nature in the said Premises and in specific to the structure of the said Premises and of the said New Building, which shall include but not limit to columns, beams, Slabs and/or ceiling or outer walls etc. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet, which may result in seepage of water. If any of such works are carried out without the written consent of the Promoter/Developer, the defect liability shall automatically become inoperative. The word 'defect' here means only the manufacturing and

workmanship defect/s caused on account of willful neglect or omissions on the part of the Promoter/Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Premises by the Allottee/s, vagaries of nature etc.;

11.3 That it shall be the responsibility of the Allottee/s to maintain his/her/their said Premises in a proper manner and take all due care needed;

11.4 Further where the manufacturer warranty as shown by the Promoter/Developer to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Commercial Premises /building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter/Developer shall not be responsible for any defects occurring due to the same;

11.5 That the said New Building shall be as a whole conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the premises and the common amenities wherever applicable;

11.6 That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20*C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect;

11.7 That it is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the said Premises/said New Building and in the workmanship executed.

12. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for commercial purpose. The Allottee/s shall use the Parking Space/s only for the purpose of parking vehicle/s.

13. **FORMATION OF THE SOCIETY :**

13.1 Within 3 (three) months from the date on which 51% (fifty one percent) of the total number of units/premises in the said Project being booked by Allottee/s or upon receipt of Full Occupation Certificate, the Promoter/Developer shall submit an application to the Competent Authority to form a body/legal entity of Allottee/s i.e a Co-operative Premises Society in respect of each premises constructed on the said Project Land (hereinafter referred to as "**the said Society**") as may be permissible under the laws for the time being in force.

13.2 Subject to Allottee/s having paid to the Promoter/Developer the entire consideration amount as well as all other sums due and payable hereunder and the Allottee/s having carried out all their obligations as hereunder stated, the Allottee/s shall, along with other Allottee/s of premises in the said New Building be admitted as member of the said Society.

13.3 For this purpose, the Allottee/s shall, from time to time, sign and execute the application for registration and/or

membership and all other papers, forms, writings and documents necessary for the formation and registration of the said Society and for becoming a member thereof, including the bye-laws of the said Society and shall duly fill in, sign and return to the Promoter/Developer within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter/Developer to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Competent Authority.

13.4 The name of the said Society shall be solely decided by the Promoter/Developer.

13.5 The said Society shall admit all Allottee/s of premises in the said New Building as members, in accordance with its bye-laws.

13.6 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold premises and other premises including un-allotted car parking spaces in the said New Building shall at all times, after the formation and registration of the said Society be and remain the absolute property of the Promoter/Developer, as the case may be.

13.7 The Promoter/Developer shall, even after formation of the said Society be entitled to deal and dispose off such unsold premises/ parking spaces as per its choice and on such terms and conditions and consideration as the Promoter/Developer may deem fit and proper and upon sale and transfer of such unsold premises/ parking spaces to the prospective allottee/s of the Promoter/Developer, the said Society shall not levy any kind of transfer charges from the Promoter/Developer or the prospective allottee/s and

shall upon request made by the Promoter/Developer admit the prospective allottee as its member.

13.8 The Promoter/Developer shall be entitled, but not obliged to, join as a member of the said Society in respect of the unsold premises in the said New Building, if any.

13.9 Post the formation of the said Society, the said Society shall be responsible for the operation and management and/or supervision of the said New Building, and the Allottee/s shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

13.10 The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the said Society, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter/Developer for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the said Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter/Developer shall not be liable towards the same.

13.11 Till the entire development of the said Project Land/the said Layout Land/the said Property including additional subsequently amalgamated lands, if any to its full development potential has been completed in all respects, the Allottee/s and/or the said Society shall not interfere in any manner in any work of development or construction and the Promoter/Developer alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or

the amenities to be provided and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter/Developer in this regard and the Allottee/s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoter/Developer of its aforesaid right. Till handing over of completed building and common facilities (amenities) by the Promoter/Developer to the said Society, the functioning of the said Society shall not be independent of Promoter/Developer and the over all control of Promoter/Developer shall be paramount so as to avoid differences and disputes between the parties.

14. The Promoter/Developer shall not pay maintenance charges of unsold vacant premises.

15. The Allottee/s shall, before the delivery of possession of the said Premises in accordance with this Agreement, pay the following amounts with applicable GST with the Promoter/Developer:

(i) Rs. 500 (Rupees Five Hundred only) for the share money and Rs. 100/- (Rupees One Hundred only) for application entrance fee of the said Society;

(ii) Rs. [●]/- (Rupees [●] only) for the proportionate share of Municipal taxes and other charges/levies, provisional monthly contribution towards outgoings of the said Society including Common Area maintenance charges, Central Air-condition maintenance charges in respect of the said Society, for initial 24 months;

(iii) Rs. [●]/- (Rupees [●] only) towards water, electricity , and other utility and services connection charges; and

(iv) Rs. [●]/- (Rupees [●] only) towards development charges and development cess.

(v) Rs. [●]/- (Rupees [●] only) towards club house charges;

(vi) Rs. [●]/- (Rupees [●] only) towards legal charges as stated in Clause 16;

(vii) The above amounts are as per the present estimate and are subject to modifications by the Promoter/Developer at its sole discretion, not refundable and shall not carry any interest and no accounts or statements will be required to be given by the Promoter/Developer to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter/Developer. The amounts as mentioned in this Clause shall be deposited by the Promoter/Developer in a separate bank account in respect of the sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the said Society or towards the outgoings and legal charges and shall utilize such amounts only for the purposes for which they have been received.

(viii) The Allottee/s further agree that till formation of Apex Body/ Society, the proportionate share of outgoings required to be paid as stated hereinabove, by the Allottee/s is determined, the Allottee/s shall pay to the Promoter/Developer provisional monthly contribution as may be determined by the Promoter/Developer towards the said outgoings. The amounts so paid by the Allottee to the Promoter/Developer shall not carry any interest and shall remain deposited with the Promoter/Developer till the formation of the Society. The Allottee agree to pay any deficit in respect of the amounts mentioned in Clause CE/8644/WS/AK 15 (i) to (vi) above to the Promoter/Developer, within 21 (twenty one) days of demand made in respect thereof. Within 7 (seven) days of intimation from the Promoter/Developer that the said Premises is ready for possession, but prior to taking actual

possession thereof and notwithstanding the actual possession of the said Premises has been taken by the Allottee/s in pursuance thereof, the Allottee/s shall on or before 5th calendar day of every month, until conveyance of the said Layout Land (which includes the said Project Land) to the Apex Body, be liable to bear and pay the proportionate share of maintenance and operation charges, costs, dues, taxes, cess, levies and outgoings payable in respect of (i) the said New Building where the said Premises is located, (ii) the said Property including but not limited to the said Project Land with regards to all maintenance and operation costs and charges, statutory dues, annual ground rent, local taxes, property taxes, rates, duties, assessments, premiums, impositions, betterment charges or other levies including but not limited to Goods and Service Tax, all levies, duties and cesses and /or any other indirect taxes future levies/taxes) imposed by the concerned authorities, and also all outgoings and charges including but not limited to water charges, insurance, common electricity bills, sinking fund, repair and maintenance of common staircase, lifts, sanitation, firefighting equipment, salaries of clerks, bill collectors, watch and ward, security, sweepers and other personnel outgoings for the provisional maintenance and management of the said Property /Project Land including the said Premises, and the amenities and facilities, common lights and other outgoings, maintenance and operation charges such as collection charges, charges for and maintenance of accounts, incurred in connection with the said Property/Project Land or the said New Building and all other expenses and outgoings necessary and incidental to the provisional maintenance and management of the said Property /Project Land as well as the said Whole Project including the said Premises and management and maintenance of the said New Building as also the common

services, internal roads, lights and other conveniences, facilities, amenities and utilities as will be available in common for the Proposed Future Building to be constructed on the said Property/ Project Land.

(ix) The decision of the Promoter/Developer with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Allottee/s, shall be final and binding on the Allottee/s who shall not, under any circumstances, raise any objection with regard to the same. Additionally, in the event the Promoter/Developer having paid or being required to pay any amount or sums by way of premium, betterment charges, development charges, transfer charges etc. to any Relevant Authority or other authority or the Government of Maharashtra, the same shall within [●] days of demand made by the Promoter/Developer in that respect, be reimbursed by the Allottee/s to the Promoter/Developer in proportion to the carpet area of the said Premises or as otherwise as may be determined by the Promoter/Developer. Non-payment of the sums within the aforesaid due date same shall constitute a breach of this Agreement. The Allottee/s authorize the Promoter/Developer to adjust/appropriate all such outstanding dues of the Allottee/s against any prior installment paid by the Allottee/s in such manner as the Promoter/Developer may deem fit, and the Allottee/s undertakes not to object/demand/direct to such adjustment by the Promoter/Developer.

(x) The Parties hereby agree that the terms of maintenance of various infrastructure, amenities and facilities by Promoter/ Developer till the formation of the Society and the Apex Body in the manner set out herein.

(xi) Further, the Allottee/s is aware and further agree and confirm that the Promoter/Developer, as a part of the said Whole Project, will set up multiple Sewage Treatment Plants (**STPs**), from which there will be water distribution to other buildings within the layout of the said Property. Furthermore, as required the Promoter/Developer shall comply with the terms and conditions imposed by the State Environment Assessment Authority granting environmental clearance and Maharashtra Pollution Control Board granting consent. The Allottee/s hereby agree to proportionately with other Allottees contribute such sums, as may be communicated by the Promoter/Developer towards such requirement. Further, upon formation and handing over of operations to the Society, the un-utilized sums, if any, shall be handed over by the Promoter/Developer to the Society, the Society will be obliged to undertake maintenance of the STPs in the manner required under the aforesaid Minutes and the Applicable Laws.

(xii) Further, the Allottee/s has been made aware by the Promoter/Developer and the Allottee/s hereby agree and confirm that due to the natural landscaping and contour of the said Property, the Promoter/Developer will provide storm water drain(s) in the said Whole Project for the purpose of the drainage of the rainwater. The Society and the Apex Body (as and when formed) shall be liable to maintain the storm water drain(s). The Allottee hereby agree and confirm to bear and pay proportionate costs and charges as may be levied towards the maintenance and upkeep of the same. Necessary provisions in this regard shall be incorporated in the bye-laws of the Society and the Apex Body, as the case may be.

16. The Allottee/s shall pay to the Promoter/Developer a sum of Rs. [●]/- (Rupees [●] only) for meeting all the legal costs, charges and expenses, including professional costs of the Attorney-at-

Law/Advocates of the Promoter/Developer in connection with this Agreement, the transaction contemplated hereby, the formation of the said Society/ Apex Body, for preparing the rules, regulations and bye-laws of the said Society and the cost of preparing and engrossing the Transfer Document and other deeds, documents and writings. The amounts as mentioned in this Clause shall be deposited by the Promoter/Developer in a separate bank account.

17. **CLUB HOUSE :**

17.1 The Promoter/Developer hereby represents that as extra additional facility has constructed a Club House on portion of the said Property. The construction of the said Club House has been carried out as per the specification and designs approved by the concerned development authority;

17.2. The said Club House has already been put in operation for use by members including the allottee/s of the said Completed Buildings on such terms and conditions as decided by the Promoter/Developer from time to time and subject to levy of such fees/annual/ quarterly/ monthly fees/membership fees as may be framed by the Promoter/Developer from time to time;

17.3 In addition to the said Consideration payable by the Allottee/s to the Promoter/Developer as mentioned in clause 3.4 hereinabove in respect of the said Premises, the Allottee/s shall pay to the Promoter/Developer a sum of Rs.[●]/- as agreed/settled amount of contribution for the Club House and its facilities and the recreation areas appurtenant thereto and the ancillary infrastructure pertaining thereto as may be constructed/ installed in a phased manner by the Promoter/Developer;

17.4 The Allottee/s hereby agrees and undertakes to abide and observe and perform all the rules, regulations etc. as may be

framed by the Promoter/Developer for use of the said Club House;

17.5 The Allottee/s hereby further agrees and undertakes to bear and pay all the outgoings, maintenance charges, repairs, renovation, instruments, articles, and other accessories and amenities as may be provided in such Club House in such proportion and manner as may be decided by the Promoter/Developer and provided in Clause 15 (v) hereinabove;

17.6 It is clarified that the basic intention of the Promoter/Developer for retaining the Club House unto itself and self management thereof by the Promoter/Developer till transfer to Apex Body, is better management of the Club House for ultimate satisfactory end use of the Allottee of the said Whole Project. The said Club House with proportionate undivided share underneath together with operations and management of the Club House shall be conveyed to the Apex Body in the manner set out herein;

17.7 On the formation of the Apex Body, the Apex Body shall decide the quantum and manner for payment of such amounts, deposits, etc. in respect of the Club House facility. The Allottee/s shall not object dispute or interfere with right of the Apex Body in respect of the handing over of the Club House to the Apex Body;

17.8 It is further understood between the parties hereto that the Promoter/Developer may at their sole option and discretion allow operation of said Club House and permit Allottee/s to use the same along with other purchasers even if the Promoter/Developer have not sold and allotted all the premises/units in the said New Building till the Club House is handed over to the Apex Body, however in such events the Allottee/s shall along with the other purchaser of premises

bear and pay all such outgoings, maintenance charges, deposits, taxes etc. in such manner and proportion as the Promoter/Developer may decide. The Promoter/Developer shall not be held liable or responsible for payment Club House charges, maintenance charges, etc. in respect of unsold premises and/or premises in the building under construction/ proposed construction;

17.9 In the event of the Allottee/s failing to pay such amounts or deposits etc., the Promoter/Developer shall be entitled to cancel and terminate such membership of the Allottee/s irrespective of the fact that the Allotee/s have paid the amounts mentioned in sub clause 15 (i) to (vi) hereinabove and the payment under clause 3.4 above;

17.10 Since the provisions for the said Club House is an extra additional facility due to the efforts on the part of the Promoter/Developer, the Promoter/Developer shall be entitled at their option to offer and provide facility of the Club House and its membership to the outsiders on such terms and conditions as they may desire. However, the same shall be subject to the rules and regulations as may be permitted for use, operation and conduct of the said Club House. Neither the Allottee/s nor the said Society shall be entitled to claim or demand any premium or otherwise (Save and except membership fees and proportionate outgoings, maintenance charges, nor shall object or dispute to the same);

18. **FORMATION OF THE APEX BODY :**

18.1 The Promoter/ Developer shall form an Apex Body in respect of all the Societies formed in respect of the said Completed Buildings, the said New Building and Proposed Future building as per the terms of the applicable law, within a period of 3 (three) months from the date of receipt of

occupation certificate in relation to the last building to be constructed on the part of the said Layout Land and receipt of the entire Sale Consideration and other charges and deposits from all allottees/purchasers of the premises;

18.2 The Promoter/ Developer shall cause the said Owner, the said Ashok and M/s. Tulsiani Builders and Textiles Private Limited and M/s Chandumal Sons Private Limited being partners of the said Sahar Developers to convey/transfer/lease their respective portions of the said Layout Land (including Additional Plot/s, if decided to be developed by the Promoter/ Developer in the manner envisaged herein) along with the club house, common areas & amenities, common infrastructure, sewerage treatment plant, water treatment plant, internal roads, internal RG, plinth area of building structure, amenities and facilities to the Apex Body so formed by executing and registering necessary Deed of Conveyance /Lease in favour of the Apex Body, within a period of 3 (three) months from the date on which the Apex Body is constituted or within a period of 3 (three) months from the date of issuance of occupation certificate in relation of the last building to be constructed as a part of the said Whole Project, whichever is earlier;

18.3 The Apex Body shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement (executed or to be executed by and between the Parties hereto) or such of them as the Promoter/ Developer may require and agreeing and undertaking to be bound by the same and the Allottee/s shall vote in favour of such resolutions. Also, the said Project shall be deemed to be completed only on the completion of construction and development of the said Layout

Land(inclusive of Additional Plot/s, if decided to be developed by the Promoter/ Developer in the manner envisaged herein) by consuming entire permissible construction potential on the said Layout Land (inclusive of Additional Plot/s, if decided to be developed by the Promoter/ Developer in the manner envisaged herein) in all respects and Occupation Certificate/s and/or Building Completion Certificate are obtained and all the conditions in the finally approved layout or amended layouts imposed by the local, public or statutory bodies or authorities in respect of the said Property (inclusive of Additional Plot/s, if decided to develop by the Promoter/ Developer in the manner envisaged herein) are complied with by the Promoter/ Developer (but not otherwise);

18.4 The Promoter/ Developer shall convey in favour of the Apex Body all its right, title and interest in the said Layout Landafter:

(i) Handover of D. P .Road on on the said Property to MCGM;

(ii) Handover of Law Court and Court housing on the said Property and a garden reservation of the said Property to MCGM;

(iii) Handover of Amenity Space to MCGM.

18.5 Further, such Deed of Conveyance/Lease to be executed in favour of the Society/ Apex Body shall contain suitable provisions in respect of the use and maintenance of the common infrastructure/ services/facilities/amenities etc. as per the terms of this Agreement. The Deed of Conveyance/ Lease shall further contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and

determined by the Promoter/ Developer in their sole, absolute and unfettered discretion, including the following:-

(i) Covenants which shall run with the land and which shall be binding upon, the allottees and his/her/their/its heirs, executors, legal representatives, successors, transferees and assigns, as the case may be, and on the Society;

(ii) Covenant/s for right of way/access, if any, given and granted or to be given and granted to and in favour of the Promoter/ Developer of any contiguous or adjacent or Additional Plot/s and properties and/or any other person/s, over or through the said Layout Land (including thesaid Project Land) or any part thereof;

(iii) Declaration/s and confirmation/s of and from the allottees, the Society, and the Apex Body that they shall not to be entitled to or claim any easement of right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Layout Land by the Promoter/ Developer, for the purpose of development thereof and/or any other lawful purpose;

(iv) Declaration/s and confirmation/s of and from the allottees, the Society, and the Apex Body in respect to the use of the common infrastructure/ facilities and amenities with the allottees of the premises developed on the said Property;

(v) Declaration/s and confirmation/s of and from the allottees, the Society and the Apex Body in respect of the sole and absolute authority of the Promoter/ Developer regarding sale, transfer, assignment and/or

disposal of unsold premises and parking spaces, including additional construction, carried out on the said Property and/or in the said Project by utilizing and consuming the FSI, FAR and TDR or sale, transfer, assignment and/or disposal thereof and the Promoter's/ Developer's sole right to enjoy and appropriate the revenue, income and benefits thereof;

(vi) Declaration/s and confirmation/s of and from the allottees, Society in respect of the sole and absolute authority of the Promoter/ Developer regarding any contracts, arrangements, memorandums and/or writings executed for the said Project including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the said New Building, the said Completed Buildings and Proposed Building and/or said Project including power and authority to collect the entire outgoings, provisional charges and other amounts for such consideration and on such terms and conditions as the Promoter/ Developer may deem fit;

(vii) Declaration/s and confirmations of and from the allottees, the Society and the Apex Body in respect of maintenance of the specific common amenities pertaining to respective Buildings/ Wings and respective Common Amenities by the Society and/or Apex Body as the case may be;

(viii) The Conveyance Deed/Lease and all other documents to be executed in pursuance of this Agreement as also the bye-laws, rules and regulations in connection with the formation and/or registration of each of the Society and the Apex Body shall be prepared and

approved by the Advocates appointed by the Promoter/ Developer and the same will contain such covenants and conditions as the said Advocates shall think reasonable and necessary having regard to the development of the said Layout Land and construction of buildings thereon. Any stamp duty, premium, registration charges or other miscellaneous charges incidental to execution of such conveyance deeds/lease deed and other documents and writings shall be proportionately borne by all the allottees of premises/commercial units in the said Property(including the Allottee/s);

19. It is clarified that the Apex Body and/or the Society shall not deal with any matters relating to the development of the said Layout Land (inclusive of Additional Plot/s, if decided to developed by the Promoter in the manner envisaged herein) or any part thereof or the transfer or the sale or utilisation of any permissible FSI/TDR in accordance with the scheme of development. The Apex Body and/or Society shall strictly function within the frame work of its constitution as framed by the Promoter/ Developer. All the development potential including in the form of the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoter/ Developer and the Promoter/ Developer shall always be entitled to utilize and exploit the same on the said Layout Land and/or additional land parcels (if any) or any part thereof and/or upon the building/s constructed thereupon in such manner as it deems fit and in accordance with the applicable laws.

20. **RIGHT OF THE ALLOTTEE/S RESTRICTED TO THE SAID PREMISES ONLY :**

It is clarified that the right of the Allottee/s is/are and shall remain restricted to the said Premises agreed to be sold to him/her/them

by the Promoter/Developer as per the floor plan annexed hereto and marked as **ANNEXURE "[•]"**and use and enjoyment of common areas and utilities in common as aforesaid and the Allottee/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt/ pit parking spaces, basement parking, podium parking spaces or any other area in to or upon the said Property and/or the said New Building or any other space surrounding the said New Building or any of them in any manner whatsoever.

21. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/ DEVELOPER :**

The Promoter/Developer hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes and subject to what is stated hereunder:

21.1 The said Sahar Developers has constructed buildings known as "Midas" and an additional building known as "Bonanza" on the part of the said Sahar Developers land in accordance with the building plans sanctioned by the MCGM and by utilizing their own FSI and by utilizing FSI to the extent of approximately 6850 sq. mtr. out of the FSI of the said Property with the consent and permission of the Promoter/Developer and sold commercial premises and units constructed therein on ownership basis to the Prospective Purchasers thereof;

21.2 In view of the Sahar constructing an additional building known as "Bonanza" in the manner provided hereinabove, the Compulsory Amenities Area required (as per the rules and regulations and bye-laws of the MCGM and/or under the Development Control Regulation, Greater Bombay, 1991) for further developing the said Sahar land, by mutual consent between the said Sahar Developers and the

Promoter/Developer was agreed to be located at a suitable place in the said Property being developed by the Promoter/Developer and hence proper access was required to be made available to such Compulsory Amenities Area from Sir Madhuradas Vasanji Road and along the said Sahar Developers Land upto such Compulsory Common Amenities Area and indeed the said Sahar Developers granted irrevocable right of way and mean of access to the Promoter/Developer as provided hereinafter;

21.3 Thereafter, the said Sahar Developers by a Deed of Grant of Right of Way and Means of Access dated 6th October, 1994 have granted irrevocable full and permanent right of way and means of access with or without vehicles over along and under strip of land admeasuring 40 feet wide on the said Property to Promoter/Developer and its Lessees, Tenant and Occupant for the time being and from time to time and the other land in the vicinity as may be subsequently acquired by the Promoter/Developer and of all the buildings and structures from time to time and at any time be erected by the Promoter/Developer and/or standing or on any of them or any part thereof absolutely and forever;

21.4 The Promoter/Developer has been allowed in common with the said Sahar Developers to lay, under through or above the said right of way the pipelines for supplying water, Electric Cables, laying of services like water main, Drainage, Mahanagar Gas Connection and other conveniences as may be required and for the said purpose to dig open the said right of way as and when necessary for laying, repairing or replacing the same as necessary or desired for and in respect of lands of the Promoter/Developer of all the buildings and structures to be erected and/or standing from time to time. However, the Promoter/Developer and all deriving title

through them shall at their own costs restore the said right of way to its original conditions;

21.5 The said right of way will run with the said Layout Land so as to be binding on the successors and assigns and forever of the Promoter/Developer premises Purchasers/Societies of the said Completed Buildings or which will be formed by all the Purchasers of New Building and all other structures/ buildings that will be constructed by the Promoter/Developer on the said Property;

21.6 The said Development Agreements are valid, subsisting and binding on the Promoter/Developer and the Promoter/Developer has rights to develop the said Project Land as specified in the recitals hereinabove. Promoter/Developer has full rights to construct the said New Building in accordance with the said Sanctioned Layout Plans/ proposed plans in accordance with rules and regulation prescribed by MCGM/concerned authorities;

21.7 The Promoter/Developer has the lawful rights and the requisite approvals from the MCGM and all other competent authorities to carry out the construction of the said New Building on the said Project Land and shall obtain the requisite approvals from time to time to complete the construction of the said New Building;

21.8 There are no encumbrances upon said Project Land;

21.9 There are no litigations pending before any Court of law or any pending arbitration proceedings with respect to said Project Land and/or the title of the Promoter/Developer to said Project Land and/or the construction of the said New Building thereon;

21.10 All the approvals, licenses and permits issued by the competent authorities with respect to the said Project Land

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

21.11 The Promoter/Developer has good right, full power and absolute authority to enter into this Agreement and sell and transfer the said Premises in the manner herein recorded; and the Promoter/Developer 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;

21.12 The Promoter/Developer 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 Project Land and/or the said Premises, which will, in any manner, affect the rights of the Allottee/s under this Agreement;

21.13 The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever (either by contract or under any applicable laws) from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

21.14 The Promoter/Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project Land

and/or said New Building to the Competent Authorities till the construction of the said New Building is completed in all manner and thereupon the same shall be borne by the Society/Apex Body; and

21.15 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 Project Land) has been received or served upon the Promoter/Developer in respect of the said Project Land and/or said New Building.

22. The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter/Developer as follows:

(i) To use the Premises or permit the same to be used only for commercial purpose under the rules, regulations and bye-laws of the said Society;

(ii) To maintain the said Premises at the Allottee/s own cost (to be borne and paid by the Allottee/s) in good and tenantable repair and condition from the date on which the possession of the said New Premises is taken and shall not do or suffer to be done anything in or to the said New Building which may be against the applicable rules, regulations or bye-laws or change/alter or make any addition in or to the said New Building in which the said Premises is situated and the said Premises itself or any part thereof, without the consent of the Local Authorities and the Promoter/Developer;

(iii) 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

said New Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and the Allottee/s shall take due care and precaution while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said New Building in which the said Premises is situated, including entrances of the said New Building in which the said Premises is situated and in case any damage is caused to the said New Building in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of such breach;

(iv) To carry out at his/her/their/its own cost and expenses (to be borne and paid by the Allottee/s) 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/Developer to the Allottee/s and shall not do or suffer to be done anything in or to the said New Building in which the said Premises is situated or the said Premises which may be contrary to the rules and 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 provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

(v) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said New Building in which the said Premises is

situated and the Allottee/s shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the said New Building in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises, without the prior written permission of the Promoter/Developer and/or Society;

(vi) 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/or the said New Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

(vii) Not to do or permit to be done anything in the said Project Land, the said New Building, and /or to the staircase, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or bye laws framed by the Society;

(viii) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter/Developer and/or the said Society and of the MCGM and other concerned authorities;

(ix) Not to cause any nuisance, hindrance, disturbance and annoyance to other Allottee/s of said Premises in the said New Building or other occupants or users of the said New Building, or visitors to the said New Building, and also occupiers of any adjacent, contiguous or adjoining properties;

(x) Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said New Building in any manner whatsoever;

(xi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Project Land and/or the said New Building in which the said Premises is situated;

(xii) Pay to the Promoter/Developer within 15 (fifteen) days of demand by the Promoter/Developer, his/her/their share of security deposit demanded by the concerned local authority or Government authority or body giving water, electricity or any other service connection to the said New Building in which the said Premises is situated;

(xiii) Bear and pay in a timely manner and forthwith, all the amounts, dues, taxes, instalments of the said Consideration, or any changes in the same as required to be paid under this Agreement;

(xiv) Not to change the user of the said Premises without the prior written permission of the Promoter/Developer and the Society and the concerned government authority;

(xv) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof or dispose of or alienate otherwise howsoever, the said Premises or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the said Consideration and all other amounts payable by the Allottee/s to the Promoter/Developer under

this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the Interest Rate. In the event the Allottee/s is/are desirous of transferring the said Premises or any part thereof and/or its rights under this Agreement prior to making such full and final payment, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter/Developer or the said Society as the case may be;

(xvi) The Allottee/s shall observe and perform all the rules and regulations which the said Society have or 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 New Building and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society/Apex Body regarding the occupancy and use of the said Premises in the said New Building and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement;

(xvii) To use the any amenities and facilities of other buildings or the said Whole Project to be constructed on the said Property, including the Common Areas, Amenities and Facilities set out in the Fourth Schedule subject to the terms of this Agreement. The Allottee further covenant that he/she/they shall not cause any nuisance, hindrance or raise objections to the use of the amenities and facilities in the other buildings constructed on the said Property as part

of the Layout by the respective purchasers/occupants of premises therein;

(xviii) The Allottee/s shall permit the Promoter/Developer and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the said New Building or any part thereof to view and examine the state and condition thereof and to service/repair common areas and ducts etc.forming part of the said Premises;

(xix) The Allottee/s agrees and undertakes not to change the location of duct, wet area, toilet/s, plumbing lines within the Premises;

(xx) Till the Allottee/s is/are admitted as a Member of the said Society, the Allottee/s shall permit the Promoter/Developer and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project Land and the said New Building thereon, or any part thereof, to view and examine the state and condition thereof;

(xxi) The Allottee/s shall not at any time do any work in the said Premises, which would jeopardize the soundness or safety of the said New Building or prejudicially affect the same;

(xxii) To use the passenger lifts in the said New Building for the period and in accordance with the rules and regulations framed by the Promoter/Developer or said Society from time to time. The Allottee/s shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said New Building including the said Premises;

(xxiii) To pay all amounts agreed or liable to be paid by the Allottee/s pursuant to this Agreement and to observe and

perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee/s to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee/s and shall keep the Promoter/Developer indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter/Developer by reason of non-payment non-observance and/or non-performance thereof;

(xxiv) The Promoter/Developer shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed premises in the said New Building;

(xxv) The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said New Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee/s shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said New Building for storage or for use by servants at any time;

(xxvi) The Allottee/s shall not display at any place in the said Premises/said New Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said New Building or common areas therein or in any other place or on the window, doors and corridors of the said New Building;

(xxvii) Neither the Allottee/s nor the Society/Apex Body, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights,

benefits, interests, privileges or authorities reserved by, or granted to the Promoter/Developer under this Agreement or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter/Developer as mentioned herein, and the Allottee/s and the said Society/Apex Body, as and when it is formed, shall be bound and liable to render to the Promoter/Developer, all necessary assistance and co-operation, to enable it to exercise and avail of the same;

(xxviii) In the event Allottee/s would carry out any unauthorized construction/ modification or has caused any damage to the said Premises or any portion of the said New Building or any structure, facility or amenity on the said Project Land, then the Allottee/s shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter/Developer, the said Society and/or the concerned government, local or public bodies or authorities in that regard;

(xxix) The Allottee/s shall indemnify and keep indemnifying the Promoter/Developer towards/against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s;

(xxx) Not to cover or enclose in any manner whatsoever, ducts or other open space forming a part or appurtenant to the said Premises/s in the said New Building without the prior written permission of the Promoter/Developer / said Society/ concerned authority;

(xxxi) The Allottee/s shall at no time demand partition of his/her/their interest in the said Premises in the said New Building and/or split or make changes in his/her/their said

Commercial Premises. It is agreed and declared by the Allottee/s that his/her/their interest in the said Premises and the said New Building is impartible.

(xxxii) The Allottee/s hereby agrees to abide by the terms and conditions of occupation certificate granted by MCGM and on breach of the same the Allottee/s shall remain solely responsible for the same.

23. 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 the said Project or the said Project Land and/or New Building as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all the open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Owners as hereinbefore mentioned until the Vesting Document.

24. **MORTGAGE / FINANCIAL ASSISTANCE :**

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

24.2 Subject to terms and conditions of these presents, the Allottee/s has/have (without affecting the Allottee's entitlement to the said Premises), no objection to the Promoter/Developer to raise construction loan, project finance loan, loan against the said Property and / or other constructed Premises in the said New Building (save and

except the said Premises), underwriting by mortgaging, hypothecating Receivables and/or the unsold units/shops/premises in the said New Building (including but not limited to mortgage by way of deposit of title deeds) from Bank/financial institution/Non-Banking Financial Corporation ("**Lenders**"); and without having to seek further consent from Allottee/s in any manner whatsoever, written or otherwise, but without the Allottee/s being responsible/liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise); and

24.3 The sole liability to repay the loan amount together with interest/penalty occurred under such mortgage/ facility shall be of the Promoter/Developer alone, and the Promoter/Developer has also assured and undertaken to the Allottee/s that they shall pay the loan amount together with interest/penalty to the Lenders by installment and/or as may be demanded by the Lenders from time to time without committing any default thereof and keep the Allottee/s herein fully indemnified in respect thereof.

24.4 The Allottee/s agrees that the Promoter/Developer and/or the Financial institution/ Bank of the Promoter/Developer shall always have the first lien/charge on the Premises to the extent of all its dues and other sums/charges payable by the Allottee/s.

24.5 The Promoter/Developer shall be entitled to securitize the Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under law, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof.

Upon receipt of such intimation from the Promoter/Developer, the Allottee/s shall be required to make payment of the Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

25. **ENTIRE AGREEMENT :**

This Agreement along with its Schedules and Annexures, constitutes the entire Agreement and understanding between the Promoter/Developer and the Allottee/s and supersedes and cancels:

(a) All Agreement, Booking Form, Letters of Acceptance, Letters of Allotment, Letters of Reservation, negotiations, commitments, writings, correspondences, arrangements, whether written or oral, if any, in regard to the said Premises between the Allottee/s and Promoter/Developer prior to the date of execution of this Agreement;

(b) All the representation, warranties commitments etc. made by the Promoter/Developer in any documents, brochure, hoardings etc. and/or through on any other medium;

(c) The Promoter/Developer shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Promoter/Developer under this Agreement;

(d) The Allottee/s agree/s and acknowledge/s that the sample unit/shop, if any constructed by the Promoter/Developer and all furniture items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the Premises/Shop/Unit and the Promoter/Developer is not liable/required to provide any furniture, items, electronic goods amenities etc. as displayed in the said sample

unit/shop, other than as expressly agreed by the Promoter/Developer under this Agreement.

26. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee/s by the Promoter/ Developer/ does not create a binding obligation on the part of the Promoter/ Developer or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexure along with the payments due, as stipulated in the payment plan at Clause 3.4 above, within 30 (thirty) days from the date of its receipt by the Allottee/s and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoter/Developer. If the Allottee/s fails to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the concerned office of the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter/Developer then the Promoter/Developer 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 the 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.

27. **RIGHT TO AMEND :**

This Agreement may only be amended by the written consent of both the parties hereto.

28. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S :**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said New Building shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

29. **SEVERABILITY :**

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

30. **METHOD OF CALCULATION OF PROPORTIONATE SHARE :**

Wherever in this Agreement it is stipulated that the Allottee/s have to make any payment in common with other Allottee/s in the said New Building, the same shall be in the proportion that the said Premises bears to the total number of units/ shops/premises in the said New Building.

31. **FURTHER ASSURANCES :**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be

created or transferred hereunder or pursuant to any such transaction.

32. **PLACE OF EXECUTION :**

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

33. The Allottee/s and/or the Promoter/Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter/Developer will attend such office and admit the execution thereof.

34. Any delay or indulgence shown by the Promoter/Developer in enforcing the terms of this agreement or any forbearance or giving of time to Allottee/s shall not be construed as a waiver on the part of the Promoter/Developer for any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter/Developer.

35. All notices to be served upon the Allottee/s and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter/Developer by Courier or Registered Post A. D or notified E-mail ID at their respective addresses specified below:

1	**M/S. TULSIANI SUMER ASSOCIATES** (Promoter/Developer)	Add.: 1103/4, Tulsiani Chambers, Nariman Point, Mumbai 400 021
2	**(Allottee/s)**	

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

36. **JOINT ALLOTTEE :**

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

37. **STAMP DUTY AND REGISTRATION CHARGES :**

The Stamp Duty and Registration Charges in respect of and incidental to this agreement and all other documents to be executed in pursuance of this agreement shall be borne and paid by the Allottee/s alone and the Allottee/s alone will be liable to pay all the interest, penal interest, penalty, if any, to be payable to the stamp authorities or any other authorities if any documents including this agreement are found to be insufficiently or improperly stamped or otherwise.

38. **DISPUTE RESOLUTION :**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In

case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

39. **GOVERNING LAW :**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

40. **HEADINGS :**

Headings of clauses contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

41. The Permanent Account Nos. of the parties hereto is as under:

NAME	**PAN NOS.**
M/S. TULSIANI SUMER ASSOCIATES	
(Name of the Allottee/s)	[●]

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

THE FIRST SCHEDULE ABOVE REFERRED TO
("description of the said Property")

All those pieces or parcels of land admeasuring approximately 40,043.90 square meters in the aggregate and bearing CTS Nos. 179A/1, 179A/2, 179B, 179C, 179E, 179F and 179G of Village Mulgaon admeasuring 14,770.20 square meters and plots bearing CTS No.238B, 230A/1A,

230A/1B, 230A/1C of Village Kondivita admeasuring 25,273.70 sq. meters in the Registration District and Sub-District of Mumbai Suburban, within Greater Bombay, together with the structures standing thereon lying, being and situate at Mathuradas Road, J.B. Nagar, Andheri (East), Mumbai 400 059 and bounded as follows:

On or towards East : by C.T.S. No. 236;

On or towards West : by 13.4 mtr. wide D.P. Road;

On or towards North : by C.T.S. No. 220, 221,224 and 225;

On or towards South : by Madhuradas Vasanji Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
("description of the said Project Land")

All those pieces or parcels of land admeasuring 5,756.35 square meters forming part of CTS No. 179A/1 of Village Mulgaon and CTS No. 230A/1A of Village Kondivita admeasuring in aggregate 27,914 Square meters forming part of the said Property more particularly described in the First Schedule hereinabove in the Registration District and Sub-District of Mumbai Suburban, within Greater Bombay lying, being and situate at J.B. Nagar, Andheri (East), Mumbai 400 059 and bounded as follows:

On or towards East : by Windfall Building;

On or towards West : by MCGM Garden;

On or towards North : by Amenity Open Space;

On or towards South : by Adani Electricity Receiving Station.

THE THIRD SCHEDULE ABOVE REFERRED TO
("description of the said New Premises")

"Bare Shell – Raw" commercial premises on the [●] floor in having total carpet area admeasuring [●] sq. ft carpet area in the New Building to be known as "**Mint**" under construction on the said Property more particularly described in the Second Schedule hereinabove together with ([●]) car parking space in the said New Building as an amenity provided along with the said Commercial Premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common areas, facilities and amenities in the said Project in the said New Building)

A. COMMON AREAS AND FACILITIES :

1. Staircase and landings.
2. Corridors.
3. Lifts.
4. Lift Lobby and landings
5. Main entrance lobby.
6. Common electric meter/service rooms for common lights and telephones.
7. Electric sub-station/Transformer.
8. Overhead water tanks located above the top floor level of the building in the which the said premises is situated, means of access thereto along the main stair-case of the building and along the lifts to be provided in the building.
9. Drainage, storm water drain, electric sub-station if constructed, electrical poles, watch-man cabin, underground water tank (with pumping rooms and other pumping arrangement).
10. Open front space at the ground floor level.
11. Common toilets on the ground floor.
12. Sewerage Treatment Plant.
13. Drive ways.
14. Internal fittings and fixtures of the said New Building and the said Premises

Structure : R.C.C. frame type structure with flat slab design. Structure is designed for seismic loads.

Floorings : Staircase alongwith its lobbies and mid-landings are provided in Kotah stone Granite/Vitrified Tiles.

Doors : Main door is a wooden door with all necessary accessories. All staircase door are FRD as per CFO norms. Electrical Copper wiring is provided in common lobbies and staircase portion. Appropriate Electric cabling connection is provided upto each office.

Plumbing : Plumbing connections are given upto the shaft of each toilet block with entry points in respective toilets (for both domestic and flushing purpose).

Windows/Elevation: Structural Glazing and aluminium composite panels are provided.

Lift : 6 (six) Passenger elevators of OTIS or equivalent brand make are provided in the said building.

Fire Fighting : Provided as required by the CFO.

STP : The building will be provided with a common Sewage Treatment Plant (STP) to treat the Sewage which shall be common for entire Property.

Waterproofing : Waterproofing treatment has been provided for the basement and the terrace.

B. LIMITED COMMON AREAS AND FACILITIES

1. Car parking spaces in the garage(s), the stilt level, open car parking space in the compound of the building.
2. Club House.

3. The Prospective Purchaser will have a proportionate undivided interest in the above, subject to the proportionate reduction therein in case additional premises are constructed in the said New Building

SIGNED AND DELIVERED by the)
withinnamed "**the Promoter/Developer**")
M/s. TULSIANI SUMER ASSOCIATES)
through its Authorized Partners)
[●])
in the presence of ....)
1.
2.

SIGNED AND DELIVERED by)
the withinnamed the Allottee/s)
[●])
)
in the presence of ...)
1.
2.

R E C E I P T

RECEIVED the day and year first hereinabove written of and from the withinnamed Allottee/s a sum of Rs. [●] (Rupees [●] only) as part consideration as and by the way of earnest money as within mentioned to be paid by them to us the details of which are as under:

Cheque No.	Date	Drawn on	Amount (Rs.)
[●]	[●]		[●]
		Total	[●]

WE SAY RECEIVED

M/S. TULSIANI SUMER ASSOCIATES
Promoter/Developer

Witnesses:

1.

2.