

AGREEMENT FOR SALE

THIS **'AGREEMENT FOR SALE'** IS MADE AND ENTERED INTO AT MUMBAI ON THIS DAY OF
....., 2024;

BETWEEN ;

Name of the Firm	'AVVAD REALCON L.L.P.'
P.A.N. of the Firm	ABYFA1713B
Nature of firm	Limited Liability Partnership (L.L.P.) Firm
Registered Office Address	1- 2, Shubham Aura, Bldg. No. 130, Pant Nagar, Ghatkopar (East), Mumbai - 400 075
Branch Office Address	Q : 29, A.P.M.C. Market-2, Dana Bazaar, Sector - 19, Vashi, Navi Mumbai – 400 703.
Partners being	1. Mr. Suresh Meghji Shah 2. Mr. Dipal Laxmichand Shah
Hereinafter referred to as	'The Promoter(s)/The Developer(s)' (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns).
Carrying on business of	Builders and Developers, undertaking redevelopment projects.
Herein being	'The Party of the ONE Part'

AND

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/ 'The Purchasers'	'The Allottee(s)'/ 'The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

Name of 'The Allottee(s) / 'The Purchaser(s)'	Age (years)	P.A.N.	AADHAAR NO.
XXXXX	XXXXX	XXXXXX	XXXXXX
XXXXXXXXXX	XXXXX	XXXXX	XXXXXX
	Adult / both / all adult(s), Indian inhabitant(s)		
Address	XXXXXXXXXX		
Hereinafter referred to as	'The Allottee(s)/The Purchaser(s)' (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their heirs, executors, administrators, successors and assigns).		
Herein being	'The Party of the Other Part'.		

WHEREAS :

A. TITLE OF THE PLOT

1. The **Maharashtra Housing and Area Development Authority** (hereinafter referred to as M.H.A.D.A.) and/or **Maharashtra Housing and Area Development Board** (hereinafter referred to as M.H.A.D.B.), a statutory Corporation constituted under the Maharashtra Housing and Area Development Authority Act 1976, (MAH. XXVIII of 1977), having its office at **Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai - 400 051**, was possessed or otherwise well and sufficiently entitled to a larger and/or multiple pieces or parcels of Land hereinafter referred to as '**M.H.A.D.A. LAYOUT**', consisting of Plots having various Survey Nos. at various locations in Mumbai.
2. Out of many such locations one portion of land situated at Pant Nagar, Ghatkopar (East) Mumbai., was bearing Survey No. 236 – A and was belonging to MHADA
3. On the said land in Ghatkopar, Mumbai, M.H.A.D.A. constructed various buildings consisting of various Tenements of various sizes, falling in various categories viz. Economically Weaker Section [E.W.S.], Lower Income Group [L.I.G.], Middle Income Group [M.I.G.], Higher Income Group [H.I.G.].
4. M.H.A.D.A. sold the said Tenements to various buyers/purchasers and those buyers/purchasers formed themselves into their respective Co-operative Housing Society on their respective plots.

XXXXXXX	XXXXXXXXXX	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/ 'The Purchasers'	'The Allottee(s)'/ 'The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

B. FORMATION OF 'THE SOCIETY'

1. The rights, title and interests of M.H.A.D.A., being the 'Vendor' and the 'Lessor', in the said 'Building No. 175', hereinafter referred to as 'said building' standing on plot (as detailed below), consisting of 16 (Sixteen) Tenements, were sold and conveyed, on certain terms, conditions and covenants, in favor of 'Suvarna Rekha Co.-Op. Hsg. Society Ltd.', hereinafter referred to as 'The Society', being the 'Purchaser' and the 'Lessee', contained therein more particularly vide and under various documents duly registered with the Sub – Registrar of Assurances, bearing various Registration No. (as detailed below) and thus 'Suvarna Rekha Co.-Op. Hsg. Society Ltd.', has become the owner of 'Building No. 175', and 'The Lessee' of the said Plot;

PLOT DETAILS OF 'THE SOCIETY'			
Building No.	'Building No. 175'		
Name of 'The Society'	Suvarna Rekha Co-Op. Hsg. Society Ltd.		
Society Registration No.	BOM/HSG/1121 of 1965		
No. of Tenements	16 (Sixteen)		
C.T.S. No.	5684 (Pt)		
F.P. No.	320 (Part)	T. P. Scheme	III
Survey No.	236 – A	Village	Ghatkopar - Kirol
Plot Area	As per MHADA Demarcation Plan & Letter.		
Address	Junction of Shree Gurudatta Mandir Marg and 12.2 Mtr. wide road, Pant Nagar, M.H.A.D.A. layout, 'N' Ward, Kurla Taluka, Mumbai Suburban Division, Ghatkopar (East), Mumbai-400075		
DOCUMENTS PERTAINING TO TITLE OF PLOT OF 'THE SOCIETY'			
Document	Dated	Registration No.	Registration Date
'Indenture of Lease'	16.03.2016	2385/2016	23.03.2016
'Deed of Sale'	16.03.2016	2386/2016	23.03.2016

A copy of the **Society Registration Certificate** is annexed hereto as **"Annexure – A"**.

C. DECISION FOR REDEVELOPMENT THROUGH DEVELOPER

1. M.H.A.D.A./M.H.A.D. Board had constructed 'Building No. 175' somewhere in the year 1963-64 and as years passed by the said building had become unfit for human habitation and therefore 'The Existing Member(s)' of the building were keen to demolish and reconstruct/redevelop the building as per the provisions under Regulation 33(5) of the Development Control & Promotion Regulation-2034 (D.C.P.R.-2034) by utilizing the available F.S.I from M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities'.
2. As per the policy/scheme of M.H.A.D.A. and/or modified Rules and Regulations under Development Control & Promotion Regulation-2034 (D.C.P.R.-2034) of M.C.G.M., enhanced/additional F.S.I. was available for construction on the said plot/property, and hence 'The Existing Member(s)' of the building, at their various General Body Meetings unanimously agreed and resolved to undertake redevelopment project by appointing a reputed developer and obtaining requisite approvals, permissions, sanctions, etc. required for constructing new 'Residential' building(s) with the concept of 'No Costs' to 'The Existing Member(s)' and allot proposed 'New Flat(s)' to the members with additional area and latest amenities on 'Ownership Basis'.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/ 'The Purchasers'	'The Allottee(s)'/ 'The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)'/ 'The Developer(s)'

3. 'The Existing Member(s)' of the building after (i) evaluation of best offers from various developers (ii) various rounds of meetings, detailed discussions and negotiations held thereto, shortlisted developers on their past performances of completed and ongoing projects with respect to speed & quality of construction, quality of materials used, timely delivery of projects, market reputation, goodwill, etc. After considering all the factors 'The Existing Member(s)' of 'Building No. 175' of 'Suvarna Rekha Co.-Op. Hsg. Society Ltd.' agreed and finalized the terms and conditions for the proposed redevelopment project with '**AVVAD REALCON L.L.P.**', being 'The Party of the ONE Part', herein, a Limited Liability Partnership Firm engaged in the business of builders and developers, as the only 'Developer' for the proposed redevelopment project of 'The Society', until its completion thereof.
4. After following due process as laid down under section 79(A) of M.C.S. Act 1960, 'The Existing Member(s)' of 'The Society' unanimously resolved to appoint '**AVVAD REALCON L.L.P.**', a Limited Liability Partnership Firm, having Partners (as detailed therein the Partnership Deed), carrying on the business of construction as builders and developers, having its office at : 1-2, Shubham Aura, Bldg. No. 130, Pantnagar, Ghatkopar [East], Mumbai - 400 075 **as the only Developer** for furtherance of the proposed redevelopment project, until its completion thereof. 'The Society' on behalf of 'The Existing Member(s)' issued **Appointment Letter dated 23rd March 2022 to AVVAD REALCON L.L.P.** to confirm its appointment as the only 'The Promoter(s)/The Developer(s)' for the proposed redevelopment project

D. ORDER OF DY. REGISTRAR FOR APPOINTMENT OF DEVELOPER

Special General Body Meeting of 'The Existing Member(s)' of 'The Society' was called upon, in the presence of Officer deputed by M.H.A.D.A. Registrar (Societies) along with video shooting/recording, as mandated thereof, to approve, authorize, authenticate and ratify the appointment of 'The Promoter(s) / The Developer(s)' ; '**AVVAD REALCON L.L.P.**', a Limited Liability Partnership firm having its office at : 1-2, Shubham Aura, Bldg. No. 130, Pantnagar, Ghatkopar [East], Mumbai - 400 075 as the only Developer for furtherance of proposed redevelopment project, until its completion thereof. Accordingly, upon compliance of other terms and conditions by 'The Society', **M.H.A.D.A. Dy. Registrar (Co-op. Societies) issued its 'No Objection Certificate' (N.O.C.) as stated below -**

'No Objection Certificate' (N.O.C.)	Dated
From M.H.A.D.A. Dy. Registrar, (Co-op. Societies)	
DY.REG/SOC/B-1/2135/2022	11.11.2022

E. GRANT OF THE 'DEVELOPMENT RIGHTS' AND THE 'SELLING RIGHTS'

By and under the virtue of the '**Development Agreement**' and '**Special Power of Attorney**' (as detailed below) executed and registered vide respective serial numbers (as detailed below) ; 'The Society' conferred the 'Development Rights' to develop the said plot/property and (ii) the 'Selling Rights' to sell 'Saleable Area(s)' of 'The Promoter(s)'/ 'The Developer(s)' to and in favor of '**AVVAD REALCON L.L.P.**'.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/ 'The Purchasers'	'The Allottee(s)'/ 'The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)'/ 'The Developer(s)'

PARTICULARS	DATED	REGISTRATION NO.	DATE
'Development Agreement'	11.07.2023	KRL-2/13110/2023	12.07.2023
'Special Power of Attorney'	11.07.2023	KRL-2/13111/2023	12.07.2023
A copy of 'INDEX - II' of 'Development Agreement'		Annexed hereto as "Annexure - B"	

F. M.H.A.D.A. DEMARCATION OF PLOT

The Plot area to be considered as per the 'Demarcation of Land/Plot' issued by M.H.A.D.A. vide its letter bearing No. EE/DE-III/KD/MB/148/2023 Dated 11.09.2023 attached herewith as ANNEXURE - 'C' and mentioned in 'First Schedule' herein as 'Description of Plot/Property'.

G. ENTITLEMENT OF THE SOCIETY

- 'The Society' and/or 'The Existing Member(s)' are absolutely seized of and is/are in possession of and/or otherwise well and sufficiently entitled with good and marketable title to the said plot / property lying beneath 'Building No. 175' to deal with and enter into an arrangement with the Developer for the redevelopment project.
- As on date the building, being 'Building No. 175', has been demolished and 'The Promoter(s)'/The Developer(s)' have commenced the construction work of said new 'Residential' building on said land of 'The Society'.
- 'The Society' and/or 'The Existing Member(s)' of 'Building No. 175' are entitled to deal with and/or assign / let / confer the Development Rights in any manner and/or consume the additional / enhanced FSI as agreed under 'Total FSI' as may be allowed by M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities' from time to time, undertake the redevelopment project / scheme on the said plot/property, but with prior written permission of the M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities'.

H. THE PROPOSED 'REDEVELOPMENT PROJECT'

'The Promoter(s)/The Developer(s)' has sole and exclusive right to construct the new 'Residential' building to be known as 'SHUBHAM AURUM' [as detailed herein below] and heretofore shall always be referred to as proposed 'Redevelopment Project'. The proposed 'New Flat(s)' in the proposed new 'Residential Building' are defined herein below;

The proposed new 'Residential Building' consisting of proposed 'New Flat(s)'	Ground Floor as Stilt and up to 16 Upper Floors
	16 (Sixteen) proposed 'New Flat(s)' allotted to 'The Existing Member(s)'
	Remaining proposed 'New Flat(s)' form part of saleable area(s) of 'The Promoter(s)'/The Developer(s)'. consists of 2 (Two) Passenger Lifts
Car Parking	'Mechanical Car Parking Tower' shall be installed to provide Car Parking Space(s)

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I. ALLOTMENT OF PROPOSED 'NEW FLAT(S)' AND 'CAR PARKING SPACE(S)/SLOT(S)' TO 'THE EXISTING MEMBER(S)'

'The Promoter(s)/The Developer(s)' shall construct 'Residential' building and shall allot and/or reserve proposed 'New Flat(s)' and Car Parking Space(s)/Slot(s) in the 'Mechanical Car Parking Tower(s)' (as detailed below) for 'The Existing Member(s)' of 'The Society' ;

Sr. No.	Particulars	Nos. / Area
1.	Proposed 'New Flat(s)' allotted to 'The Existing 16 Member(s)'	16 (Sixteen) Flats
2.	MOFA Carpet Area inclusive of Fungible FSI of said proposed 'New Flat(s)'	1150 Sq. Ft. (One Thousand One Hundred Fifty Square Feet)
3.	Car Parking Space(s)/Slot(s) allotted in the 'Mechanical Car Parking Tower(s)'	16 [Sixteen] Car Parking Space(s)/Slot(s) allotted to 'The Existing 16 [Sixteen] Member(s)' of 'The Society'

J. ENTITLEMENT OF 'THE PROMOTER(S)/THE DEVELOPER(S)'

- After allotting 16 [Sixteen] proposed 'New Flat(s)' and 16 (Sixteen) Car Parking Space(s)/Slot(s) in the 'Mechanical Car Parking Tower(s)', to 'The Existing 16 [Sixteen] Member(s)' of 'The Society', 'The Promoter(s)'/The Developer(s)' is entitled, in future, from time to time, to ;
 - To sell, allot, reserve the remaining Proposed 'New Flat(s)' to be constructed in the said 'Residential' building viz. **'SHUBHAM AURUM'** and to deal with the same at such terms and conditions as 'The Promoter(s)/The Developer(s)' may deem fit and proper.
 - To enter into Agreement(s) for Sale and receive the full sale considerations from the prospective Allottee(s)/Purchaser(s) of proposed 'New Flat(s)' forming part of saleable area(s) of 'The Promoter(s)'/The Developer(s)' in the 'Shubham Aurum' building.
 - To obtain requisite approval(s), permission(s), sanction(s), etc. from M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities'. Accordingly, 'The Promoter(s)'/The Developer(s)' has obtained the following;
 - M.H.A.D.A. 'Offer Letter(s)' securing FSI
 - M.H.A.D.A. 'Intimation of Approval for Zero FSI' (I.O.A.)
 - M.H.A.D.A. 'Commencement Certificate' (C.C.)
 - M.H.A.D.A. 'No Objection Certificate' (N.O.C.)
 - M.H.A.D.A. 'Approved Plan(s)'/Amended Plan(s)'
 - M.H.A.D.A. 'Further Commencement Certificate' (Full C.C.).
- 'The Promoter(s)/The Developer(s)' have commenced the construction of the said 'Residential' building in accordance with the approved/amended plans, other requisite approvals, permissions, sanctions, etc. and 'The Promoter(s)/The Developer(s)' shall observe all the terms and conditions, stipulations and restrictions as laid down by 'concerned competent authorities'.

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3. 'The Promoter(s)/The Developer(s)' shall abide by the time schedule for completing the project and handing over proposed 'New Flat(s)' to 'The Allottee(s)/The Purchaser(s)' and the common areas to the Society after receiving the 'Occupation certificate' or the 'Building Completion Certificate' or both, as the case may be. Similarly, 'The Allottee(s)/The Purchaser(s)' shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by 'The Promoter(s)/The Developer(s)' as provided in clauses herein below.

K. CONSUMPTION OF FSI

'The Promoter(s)/The Developer(s)' is permitted to construct the 'Residential' building viz. 'Shubham Aurum' and the requisite approval(s), permission(s), sanction(s), etc. have been obtained for commencing construction of proposed 'New Flat(s)' in the 'Shubham Aurum' building.

The Carpet Area of respective 'Residential FSI' have been mentioned below for clarity on consumption of FSI as agreed under 'Total FSI'. (as detailed below) ;

CONSUMPTION OF FSI		
Sr. No.	Particulars	Square Meters
1.	Residential FSI for proposed 'New Flat(s)' allotted to 'The Existing Member(s)' of 'The Society'	1,998.24 Sq. M.
2.	Residential FSI for proposed 'New Flat(s)' forming part of saleable area(s)/portion of 'The Promoter(s)'/The Developer(s)' for sale/allotment to prospective 'The Allottee(s)/The Purchaser(s)'	3,560.93 Sq. M.
3.	Total FSI in Sq. M.	5,559.17 Sq. M.

L. PERMISSIONS OBTAINED

'The Promoter(s)/The Developer(s)' from time to time has obtained M.H.A.D.A. 'Offer Letter(s)', M.H.A.D.A. 'No Objection Certificate' (N.O.C.), M.H.A.D.A. 'Intimation of Approval for Zero FSI' (I.O.A.), M.H.A.D.A. 'Commencement Certificate' (C.C.), M.H.A.D.A. 'Approved/Amended Plan(s)', M.H.A.D.A. 'Further Commencement Certificate' (Full C.C.), other requisite approvals, permissions, sanctions, etc. from M.H.A.D.A. and/or M.C.G.M. required for furtherance of the proposed redevelopment project as contemplated vide 'Development Agreement'.

Particulars	Dated	Ref. No. : MH/EE/(BP)/GM/MHADA-1/
'Intimation of Approval' (I.O.A.) for Zero FSI	20.07.2023	MH/EE/BP CELL/GM/MHADA-1/1314
Commencement Certificate	04.09.2023	MH/EE/(BP)/GM/MHADA-1/1314/2023/CC/1/NEW
'Amended Plans'	26.04.2024	MH/EE/(BP)/GM/MHADA-1/1314/2024
'Further Commencement Certificate' (Full C.C.)	27.05.2024	MH/EE/(BP)/GM/MHADA-1/1314/2024/FCC/1/NEW

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M. REQUEST BY 'THE ALLOTTEE(S)' / 'THE PURCHASER(S)' FOR PURCHASING PROPOSED 'NEW FLAT(S)'

After understanding the facts as disclosed above and upon being thoroughly satisfied about the proposed redevelopment project, 'The Allottee(s)/The Purchaser(s)' has/have applied to/requested 'The Promoter(s)'/ 'The Developer(s)' for reserving/allotting one proposed 'New Flat(s)' for himself/herself/themselves, being under construction in the proposed redevelopment project, being 'Residential' building known as '**SHUBHAM AURUM**' and upon receiving such request(s) 'The Promoter(s)' / 'The Developer(s)' has also agreed to sell / allot one proposed 'New Flat(s)' to 'The Allottee(s)/The Purchaser(s)' herein, for a lump sum price consideration (as detailed below) and other terms and conditions agreed and appearing hereinafter. The mutually agreed terms and conditions are set out in this 'Agreement for Sale'.

N. STAMP DUTY, REGISTRATION CHARGES AND OTHER TAXES ON PURCHASE OF PROPERTY

The price consideration mentioned hereunder is excluding Stamp Duty, Registration Charges, all the applicable Taxes, Goods and Services Tax (Central G.S.T. and State G.S.T.), Society Membership, Development charges, Society maintenance charges, etc.

O. CARPET AREA

The Carpet Area of proposed 'New Flat(s)' is mentioned herein and the "carpet area" means the net usable floor area of proposed 'New Flat(s)' excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to proposed 'New Flat(s)' for exclusive use of 'The Allottee(s)'/ 'The Purchaser(s)' or verandah area and exclusive open terrace area to the said proposed 'New Flat(s)' for exclusive use of 'The Allottee(s)/The Purchaser(s)' but includes the area covered by the internal partition walls of proposed 'New Flat(s)'.

P. BOOKING AMOUNT AND ENTERING INTO 'AGREEMENT FOR SALE'

- Under section 13 of the Registration Act, 'The Promoter(s)/The Developer(s)' is required to execute a written '**Agreement for Sale**' of said proposed 'New Flat(s)' with 'The Allottee(s)/The Purchaser(s)', being, in fact, these presents and also to register said 'Agreement for Sale' under the Registration Act, 1908.
- Prior to the execution of these presents 'The Allottee(s)/The Purchaser(s)' has paid to 'The Promoter(s)/The Developer(s)' a sum of **Rs. xxxxx/- (Rupees xxxxxxxx Only)** vide Cheque Number, Dated, Bank, Branch (as detailed herein) towards **Booking / Reservation Amount** being part payment of the sale consideration of the proposed 'New Flat(s)' agreed to be sold by 'The Promoter(s)/The Developer(s)' to 'The Allottee(s)/The Purchaser(s)', as advance payment or Application Fee (the payment and receipt whereof 'The Promoter(s)/The Developer(s)' doth hereby admit and acknowledge) and 'The Allottee(s)/The Purchaser(s)' has agreed to pay to 'The Promoter(s)/The Developer(s)' the balance of the sale consideration in the manner hereinafter appearing in **Schedule of Payments** (as detailed herein).

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
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3. That the details of the above referred proposed 'New Flat(s)' (i) its Floor, M.C.G.M. Carpet Area inclusive of 'Fungible FSI / Area etc. (ii) its price consideration as negotiated and finalized along with (iii) the payment terms and conditions (iv) allotment of Car Parking Space(s)/Slot(s) etc. is more particularly agreed and mentioned herein.

Q. AUTHENTICATED COPIES

1. The authenticated copies of the following documents are annexed hereto (as detailed below);

Sr. No.	Particulars	Annexure
1.	Title Certificate issued by Advocate	'D'
2.	Property card	'E'
3.	Floor Plans	'F'
4.	Layout Plans	'G'
5.	Approved Plan (Proforma)	'H'

2. 'The Promoter(s)/The Developer(s)' has obtained few approvals from M.H.A.D.A. and/or M.C.G.M. and/or 'Concerned Competent Authorities', the plans, specifications, elevations, sections of the said building and shall obtain the balance approvals from various authorities from time to time, complete the construction of new building so as to obtain 'Building Completion Certificate' or 'Occupation Certificate' of the said Building.
3. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter and the parties shall join in execution of this 'Agreement for Sale' in order to confirm and set forth the mutual rights, obligation, terms and conditions governing the redevelopment project on 'The Said Property' and further both the parties shall present this 'Agreement for Sale' at the proper registration office for its registration, within the time limit prescribed under the Registration Act and shall attend such office to admit execution thereof.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES INTENDING TO BE BOUND LEGALLY & AGREE AS FOLLOWS :

A. RECITALS ARE OPERATIVE PART

All the aforesaid recitals shall form an integral and operative part of this agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
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B. DEFINITIONS AND INTERPRETATIONS

In the agreement, (i) Capitalized terms defined by inclusion in quotations and/or recitals and/or parenthesis have the meanings so ascribed and described and (ii) The following terms shall have the following meanings assigned to them herein below;

1. IRREVOCABLE CONSENT AND EXPLICIT NO OBJECTION

'Irrevocable Consent' cum 'No Objection Certificate' ('N.O.C.') referred herein shall always mean and include, consent for all the purposes required for proposed redevelopment project and also be considered as the consent of the "The Allottee(s)/The Purchaser(s)", herein being purchasers of proposed 'New Flat(s)', as contemplated and/or mandatory vide and under the following provisions, without any recourse and/or concurrence and/or reassurance from me/us.

- i. Section 7(1) (i) & (ii) and the other applicable provisions of Maharashtra Ownership of Flats Act (Regulation of The Promotion of Construction, Sale, Management and Transfer Act, 1964), hereinafter referred to as M.O.F.A.
- ii. Section 14 and the other applicable provisions of Real Estate Regulatory Act at Maharashtra, hereinafter referred to as R.E.R.A.
- iii. The applicable provisions of the Maharashtra Regional Town Planning Act, 1966 (Hereinafter referred to as M.R.T.P.).
- iv. The Development Control and Promotion Regulations – 2034 (D.C.P.R.) of M.C.G.M.
- v. All such other documents as are specified under the (A). Maharashtra Ownership of Flats, Act, 1963 (Regulation of The Promotion of Construction, Sale, Management and Transfer) hereinafter referred to as 'M.O.F.A.' (B). Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as 'R.E.R.A.', as applicable.

2. FORCE MAJEURE

That the events of 'Force Majeure' shall always mean & include, the terms and/or provisions that are generally covered/allowed under 'Force Majeure' for the sake of clarification herein mentioned and agreed, the terms are only indicative, not exhaustive and are without limitation, i.e. (i) All/any kind of Act of God, Act of War, aggression on country/state/district (external/internal), riot(s), curfew(s), attack(s), terrorism, fire(s), flood(s), explosion(s), earthquake(s), natural disaster(s), epidemic(s), pandemic(s), etc. (ii) Lock down/ Curfew imposed in local area, town, district, state, country, etc. affecting construction work at site and obstructing/delaying requisite approval(s), permission(s), sanction(s), etc. (iii) Injunction and/or any other order/s interim order/s passed by any Hon'ble court and/or tribunal and/or authority of competent jurisdiction and/or any notice/s, order/s, rule/s, circulars, notification/s, direction and/or action of the government, departments of M.H.A.D.A., M.C.G.M., revenue department and/or semi government authorities and/or any other authority and/or local government bodies either their Order(s), Notice(s), Circular(s), directly and/or indirectly concerning, affecting the development of said plot/property and/or the proposed redevelopment project and/or any part thereof, and/or the same restricting

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/The Purchasers'	'The Allottee(s)'/The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

and/or refraining, staying, delaying etc., otherwise affecting the use, release, sanction of FSI from 'Total F.S.I.' and/or refraining manufacturing, production, reproduction, use, dredging of sand and/or producing ready mix concrete (RMC) and/or use and/or trade of materials required for construction purposes and/or otherwise and/or any other event/s and/or delay caused by 'The Existing Member/s' of 'The Society' and/or M.H.A.D.A. And/or M.B.R.R. Board and/or M.C.G.M. And/or 'The Allottee(s)'/ 'The Purchaser(s)' to comply with terms and conditions as may be imposed by M.C.G.M. and/or M.H.A.D.A./M.B.R.R. Board and/or concerned competent authorities and vice versa, even after such intimation and/or notice is given in writing by 'The Promoter(s)/The Developer(s)' for such compliances for furtherance of the proposed redevelopment project until its completion thereof and/or circumstances beyond reasonable control of 'The Promoter(s)/The Developer(s)' and/or 'The Society' and/or other public body and/or concerned competent authorities which delays furtherance, execution and completion of the said under construction project. That any delays in furtherance or completion or execution of the proposed redevelopment project due to financial problem of the firm or mischievous activities, avoidable negligence or deliberate ignorance shall be excluded from Force Majeure.

C. DECLARATIONS BY 'THE PROMOTER(S)/THE DEVELOPER(S)'

1. That 'The Promoter(s)/The Developer(s)' have registered the project '**Shubham Aurum**' under the provisions of the Real Estate Regulatory Act (hereinafter referred to as R.E.R.A.) with the Real Estate Regulatory Authority at Mumbai, Maharashtra bearing **MAHARERA Registration number (as detailed below)** ;

MAHARERA REGISTRATION NUMBER	P51800054393
MAHARERA REGISTRATION CERTIFICATE	ANNEXURE 'I'

2. That 'The Promoter(s)/The Developer(s)' are entitled and enjoined upon to construct new building on the said Plot in accordance with the terms and conditions mentioned in the 'Development Agreement', 'Special Power of Attorney', requisite approvals, permissions, sanctions, etc. obtained / to be obtained from time to time from M.H.A.D.A. and/or M.C.G.M. and/or concerned competent authorities.
3. Apart from the terms and conditions mentioned in the 'Offer Letter(s)' and/or 'No Objection Certificate' (N.O.C.) and/or requisite approvals, permissions, sanctions, etc. obtained / to be obtained from M.H.A.D.A. / M.H.A.D.B. and/or M.C.G.M. there are no covenants affecting 'The Said Property'.
4. 'The Promoter(s)/The Developer(s)' are in possession of the said Plot.
5. There is/are no impediment(s) attached to 'The Said Property'.
6. There is/are no illegal encroachment(s) on 'The Said Property'.
7. That 'The Promoter(s)/The Developer(s)' is authorized to procure and/or secure, from time to time, all the FSI as agreed in 'Total FSI' and construct new Building 'Shubham Aurum' more particularly as contemplated vide 'Development Agreement' and until completion of construction of new building shall continue to do so till receipt of full 'Occupation Certificate' and handing over vacant, peaceful and physical possession of the proposed 'New Flat(s)' to 'The Existing Member(s)' of 'The Society' and the saleable areas to 'The Allottee(s)/The Purchaser(s)' of proposed 'New Flat(s)'.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
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8. APPOINTMENT OF PROFESSIONALS

- a. 'The Promoter(s)/The Developer(s)' has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- b. 'The Promoter(s)/The Developer(s)' has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and 'The Promoter(s)/The Developer(s)' accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- c. That upon certain terms and conditions agreed between them, 'The Promoter(s)/The Developer(s)' has appointed and/or engaged the services of person/s, agents, agencies, professionals, etc. and their respective services have been mentioned below ;

APPOINTED AS	ARCHITECT
NAME OF THE FIRM	M/S. KVIN DESIGNER AND CONSULTANT
NAME OF THE PERSON(S)	MR. YOGESH SOMA KANAGAL
LICENCE NO.	LS:840024826
PAN	ABA FK 2665 A
G.S.T. No.	27 ABA FK 2665 A1 ZP
ADDRESS	17, A/1705, DIVINE KABRA, AJITNATH NAGAR CHSL., RIDDHI VINAYAK MANDIR LANE, S. V. ROAD, MALAD (WEST), MUMBAI – 400 064.
TELEPHONE	(M) +91 9769467883
EMAIL	kvinconsultant@gmail.com

APPOINTED AS	STRUCTURAL CONSULTANT
NAME OF THE FIRM	M/S. UNISTEPS CONSULTING PVT. LTD.
NAME OF THE PERSON(S)	MR. RUPESH CHOWDHARY
REGN. NO.	STR/C/40
PAN	ABY FA 1713 B G.S.T. NO. 27 ABY FA 1713 B1 ZM
ADDRESS	C-401, DHEERAJ PLATINUM, CHINCHOLI BUNDER ROAD, MALAD (WEST), MUMBAI - 400 064.
TELEPHONE	(O) +91 22 42660464 (M) +91 9930129661
EMAIL	mail@unistepspl.com

APPOINTED AS	LABOUR CONTRACTOR
NAME OF THE FIRM	CHAUHAN ENTERPRISES PAN : AAI FC 6068 J
NAME OF THE PERSON(S)	MR. MOHAN AMBALAL CHAUHAN AADHAR NO. : 2910 2699 4929
	MR. JIGNESH AMBALAL CHAUHAN AADHAR NO. : 9662 1016 0669
G.S.T. NO.	27 AAI FC 6068 J1 Z3
ADDRESS	SHOP NO. 17, NAVRATNA BLDG, L.B.S. MARG, NEW MANEKLAL ESTATE, GHATKOPAR (W), MUMBAI-400 086.
TELEPHONE	(M) +91 98203 16632 / 99203 16632

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/ 'The Purchasers'	'The Allottee(s)'/ 'The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

- d. That 'The Promoter(s)' / 'The Developer(s)' will continue to take the professional services of and/or supervision and/or services of the above-mentioned person/s, agents, agencies, professionals, service providers etc., till the completion of the said building/s / proposed redevelopment project and 'The Promoter(s)/The Developer(s)' has a right to terminate services of above-mentioned person/s, agents, agencies, professionals, etc. and also to appoint another person/s, agents, agencies, professionals, etc. In future, from time to time, in place of the existing ones without any reference and/or recourse and/or consent and/or concurrence from 'The Allottee(s)/The Purchaser(s)' in any manner, whatsoever.

9. CONSUMPTION & COMPUTATION OF FLOOR SPACE INDEX (FSI)

- a. That 'The Promoter(s)/The Developer(s)' has disclosed the consumption of Floor Space Index (FSI) to be obtained from M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities' (as detailed below) (i) procured & consumed/utilized and (ii) pending to be procured & consumed / utilized on said Plot to construct new building 'Shubham Aurum' as per the agreed terms and conditions of 'Development Agreement'. That 'The Allottee(s)/The Purchaser(s)' has/have agreed to purchase the proposed 'New Flat(s)' based on the proposed computation & consumption of Floor Space Index (FSI), construction of new building and sale of proposed 'New Flat(s)' to be carried out by 'The Promoter(s)/The Developer(s)' on the understanding that the declared proposed Floor Space Index (FSI) shall belong to 'The Society' and/or 'The Promoter(s)/The Developer(s)' as the case may be.
- b. On demand from 'The Allottee(s)/The Purchaser(s)', 'The Promoter(s)/The Developer(s)' has given inspection to 'The Allottee(s)'/ 'The Purchaser(s)' of all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the appointed Architect and all such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.
- c. 'The Promoter(s)/The Developer(s)' agree to observe, perform and comply with all the terms, conditions and stipulations which may have been and/or shall be imposed in future, from time to time, by M.H.A.D.A., M.C.G.M., 'Concerned Competent Authorities', 'R.E.R.A.', etc.
- d. That 'The Promoter(s)/The Developer(s)' shall bear all 'The Requisite Cost(s)' to construct the said proposed new building/s along with erection/installation of Mechanical Car Parking Tower/s and all the amenities, facilities shall be provided in the said proposed 'New Flat(s)' and proposed redevelopment project as mentioned herein and in the 'Development Agreement' therein.

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10. TITLE CERTIFICATE | PROPERTY CARD | FLOOR PLANS | LAYOUT PLANS

- a. 'The Promoter(s)/The Developer(s)' has obtained several approvals, sanctions, permissions from M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities' to the plans, the specifications, elevations, sections and of the said new building(s) and shall obtain the balance approvals from various authorities from time to time, so as to obtain 'Occupancy Certificate' or 'Building Completion Certificate' of the said new Building. 'The Promoter(s)/The Developer(s)' has commenced the construction of said new building in accordance with the approved/amended plans.
- b. M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities' while sanctioning the said plan(s) have laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by 'The Promoter(s)/The Developer(s)' while developing the said Plot and the said building and upon due observance and performance of which only the 'Occupancy Certificate' or 'Building Completion Certificate' in respect of the said new building shall be granted by the 'concerned competent authorities'.
- c. That 'The Promoter(s)/The Developer(s)' has commenced the construction of said new building(s) under the redevelopment scheme as agreed in the 'Development Agreement', and 'Special Power of Attorney' more particularly as per approval(s), sanction(s), etc., obtained from M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities' and shall consume FSI, either in parts or in full, as mentioned under 'Total F.S.I.' by constructing proposed 'New Flat(s)', which shall form part of saleable area of 'The Promoter(s)/The Developer(s)', except 16 (Sixteen) proposed 'New Flat(s)' allotted to 'The Existing Member/s' of 'The Society' and shall continue to construct and complete the Proposed Redevelopment Project.
- d. That 'The Promoter(s)/The Developer(s)' has/have disclosed to 'The Allottee(s)/The Purchaser(s)' that, the proposed 'Redevelopment Project' being the under-construction project known as 'Shubham Aurum' consists of proposed 'New Flat(s)', more particularly as described herein, and that 'The Promoter(s)/The Developer(s)', from time to time, has obtained and in future shall obtain and/or may seek amendment(s), from time to time, to the 'Intimation of Approval' (I.O.A.), 'Approved Plans', 'Commencement Certificate', 'Occupancy Certificate' etc.
- e. Until date 'The Promoter(s)/The Developer(s)' has obtained and in future from time to time shall obtain requisite approval(s), permission(s), sanction(s), etc. from M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities' required for furtherance of the proposed redevelopment project, until its completion thereof.

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11. CONSTRUCTION FINANCE(S) | PROJECT LOAN(S)

- a. That 'The Promoter(s)/The Developer(s)' has availed financial assistance being construction finance/project loan from '**Aditya Birla Housing Finance Limited**' having its office at ; 15th Floor, R. Tech Park, North Wing, Nirlon Compound, Off Western Express Highway, Goregaon (East), Mumbai – 400063, being registered as Non-Banking Finance Corporation (N.B.F.C.) / Financial Institution, hereinafter referred to as "The Lender" against security of the said development rights or receivables of the proposed redevelopment project by creating a mortgage thereon as per the terms and conditions more particularly mentioned in agreement (as detailed below)

Agreement	Mortgage Deed
Dated	27/10/2023
Registered Vide Serial No.	KRL-4/21709/2023

- b. That prior to the execution hereof 'The Promoter(s)/The Developer(s)' has obtained 'No Objection Certificate' (N.O.C.) from and/or complied with his part of obligations towards 'The Lender' for sale of the said proposed 'New Flat(s)' to 'The Allottee(s)/The Purchaser(s)' on such terms and conditions as set-out in the 'No Objection Certificate' (N.O.C.), thereto.

12. DATE OF HANDING OVER POSSESSION | EXTENSION OF TIME

- a. That 'The Promoter(s)/The Developer(s)' shall offer possession of the said proposed 'New Flat(s)' to 'The Allottee(s)/The Purchaser(s)' and if the project is delayed for conditions due to Force Majeure then 'The Allottee(s)/The Purchaser(s)' grants his/her/their 'Irrevocable Consent' and 'No Objection' for unconditional extension of time and/or grace period, as mentioned hereinbelow, to 'The Developer(s) / The Promoter(s)' to complete the project and offer possession of new proposed 'New Flat(s)' to 'The Allottee(s)'/ 'The Purchaser(s)' (as detailed below);

Date of Possession	30.06.2026
Extension / Grace Period of additional 12 (Twelve) months	30.06.2027

- b. In case if, 'The Promoter(s)'/ 'The Developer(s)' fails to abide by the time schedule for completing the project and/or is unable to offer possession of proposed 'New Flat(s)' to 'The Allottee(s)/The Purchaser(s)' on or before expiry of grace period **30.06.2027**, then 'The Promoter(s)/The Developer(s)' agrees to pay to 'The Allottee(s)/The Purchaser(s)', who does not intend to withdraw from the said flat/project, interest as specified in the Rule on all the amounts paid by 'The Allottee(s)/The Purchaser(s)' for every month delay till offering the possession / handing over of the refund to 'The Allottee(s)/The Purchaser(s)' all the monies paid by 'The Allottee(s)/The Purchaser(s)' with simple interest @ 9.00 % (Nine per cent) per annum, subject to encumbrance.

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13. DEFECT LIABILITY PERIOD

- a. That the Defect Liability Period for Leakages Treatment shall be commencing from the date of 'Occupation Certificate' and shall be valid for 5 (five) years only or any other time frame as may be stipulated by the governing authority.
- b. That as per the clause 14 (3) of Chapter - III of R.E.R.A. Act, 2016, which states about the repairs, rectifications of defects related to structural defects or any other defects in workmanship, quality or provisions of services or any other obligations of 'The Promoter(s)/The Developer(s)' as per this 'Agreement For Sale' shall be rectified by 'The Promoter(s)/The Developer(s)' provided always that 'The Promoter(s)/The Developer(s)' shall be relieved or released of his obligations under R.E.R.A. and all applicable laws, if affected under 'Force Majeure' and/or if it is found that 'The Allottee(s)/The Purchaser(s)' or 'The Existing Member(s)' of respective proposed 'New Flat(s)' has/have made any structural changes to his/her/their respective new flat including but not limited to removing, shifting of walls and/or fixing nails, mounting cupboards, damaging the amenities during furniture works of new flat or in any manner damaging the dead walls and/or the bathroom walls, etc.
- c. However, the defects occurring only upon or due to natural wear and tear, within stipulated time frame of 5 (five) years, either to the structure or workmanship, quality or provisions of services or any other obligations shall be rectified by 'The Promoter(s)/The Developer(s)' at his own costs.
- d. That the materials and/or fixtures and/or fittings in the new Flat(s) which are covered under guarantee/warranty periods of various respective companies, if found poor or defective, within prescribed time frame, then the same shall be dealt directly by 'The Allottee(s)/The Purchaser(s)' with suppliers/manufacturers of various companies for such damage/s, claim/s, repairs, replacements, etc. as the case may be. 'The Promoter(s)/The Developer(s)' shall submit all such guarantee and/or warranty related documents/papers to 'The Allottee(s)/The Purchaser(s)' so as to enable them to claim such repairs / replacements etc. from the respective companies.
- e. That if 'The Promoter(s)/The Developer(s)' is not able to rectify the faults within stipulated time frame, then the same shall be compensated by 'The Promoter(s)/The Developer(s)' with value equivalent to the wear and tear of that particular materials and/or fixtures and/or fittings.

14. REPRESENTATIONS AND WARRANTIES TO 'THE ALLOTTEE(S)/THE PURCHASER(S)'

- i. 'The Promoter(s)/The Developer(s)' has clear and marketable title with respect to the said Plot; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Plot and also has actual, physical and legal possession of the said Plot for the implementation of the Project;

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- ii. 'The Promoter(s)/The Developer(s)' has lawful rights and requisite approvals from the competent Authorities to carry out redevelopment project and shall obtain requisite approvals from time to time to complete the redevelopment project;
- iii. There are no encumbrances upon the said Plot or the redevelopment project except those disclosed in the title report.
- iv. There are no litigations pending before any Court of law with respect to the said Plot or redevelopment project except those disclosed in the title report, if any;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Plot and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the redevelopment project, said Plot and said building shall be obtained by following due process of law and 'The Promoter(s)/The Developer(s)' has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the redevelopment project, said Plot, Building and common areas;
- vi. 'The Promoter(s)/The Developer(s)' has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of 'The Allottee(s)/The Purchaser(s)' created herein, may prejudicially be affected;
- vii. 'The Promoter(s)/The Developer(s)' 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 Plot, including the redevelopment project and the said proposed 'New Flat(s)' which will, in any manner, affect the rights of 'The Allottee(s)/The Purchaser(s)' under this Agreement;
- viii. 'The Promoter(s)/The Developer(s)' confirms that 'The Promoter(s)/The Developer(s)' is not restricted in any manner whatsoever from selling the said proposed 'New Flat(s)' to 'The Allottee(s)/The Purchaser(s)' in the manner contemplated in this Agreement;
- ix. 'The Promoter(s)/The Developer(s)' shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society of 'The Allottee(s)/The Purchaser(s)';
- x. 'The Promoter(s)/The Developer(s)' 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 redevelopment project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon 'The Promoter(s)/The Developer(s)' in respect of the said Plot and/or the redevelopment project except those disclosed in the title report.

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'The Allottee(s)'/ 'The Purchasers'	'The Allottee(s)'/ 'The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

15. OFFERING POSSESSION

- a. 'The Promoter(s)/The Developer(s)' shall give possession of proposed 'New Flat(s)' to 'The Allottee(s)/The Purchaser(s)' on or before 30th June 2027. If 'The Promoter(s)/The Developer(s)' fails or neglects to give possession of proposed 'New Flat(s)' to 'The Allottee(s)/The Purchaser(s)' on account of reasons beyond his control and of his agents by the aforesaid date then 'The Promoter(s)/The Developer(s)' shall be liable on demand to refund to 'The Allottee(s)/The Purchaser(s)' the amounts already received by him in respect of proposed 'New Flat(s)' with interest at the same rate as may mentioned herein above from the date 'The Promoter(s)/The Developer(s)' received the sum till the date the amounts and interest thereon is repaid. Provided that 'The Promoter(s)/The Developer(s)' shall be entitled to reasonable extension of time for giving delivery of proposed 'New Flat(s)' on the aforesaid date, if the completion of building in which proposed 'New Flat(s)' is to be situated is delayed on account of Force Majeure.
- b. 'The Promoter(s)/The Developer(s)' shall maintain a separate account in respect of sums received by 'The Promoter(s)/The Developer(s)' from 'The Allottee(s)/The Purchaser(s)' as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- c. After 'The Promoter(s)/The Developer(s)' executes this Agreement they shall not mortgage or create a charge on the proposed 'New Flat(s)' allotted to the 'The Allottee(s)/The Purchaser(s)' 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)/The Purchaser(s)' who has taken or agreed to take such proposed 'New Flat(s)'.

D. DECLARATIONS BY 'THE ALLOTTEE(S)' / 'THE PURCHASER(S)'

1. 'The Allottee(s)/The Purchaser(s)' hereto (i) agrees, confirms, accords, records, grants his/her/their Consent to (ii) further ratifies that he/she/they have read understood and agreed to the terms of the 'Development Agreement' along with all the Annexure(s) and 'Special Power of Attorney' assigned in favor of 'The Promoter(s)/The Developer(s)' herein. 'The Allottee(s)/The Purchaser(s)' further agrees that this Agreement for Sale shall be binding on his/her/their legal heirs, executors, administrators and permitted assigns.
2. 'The Allottee(s)/The Purchaser(s)' was/were provided with the draft of this agreement for sale, after seeking necessary legal advice, with sufficient opportunity he/she/they has/have gone through the draft read, understood, and upon being fully satisfied he/she/they has/have agreed to and accepted the terms and conditions of this 'Agreement For Sale' for purchasing the said proposed 'New Flat(s)' in the 'Shubham Aurum' building being the under construction redevelopment project of 'Suvarna Rekha Co.-Op. Hsg. Soc. Ltd.' developed by 'The Promoter(s)/The Developer(s)'.

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3. 'The Promoter(s)/The Developer(s)' has given inspection of the following documents to 'The Allottee(s)'/The Purchaser(s)';
- All the documents relating to the title of said land belonging to **'Suvarna Rekha Co-Op. Hsg. Soc. Ltd.'** viz. (i) 'Development Agreement' (ii) 'Special Power of Attorney' (P.O.A.) (iii) 'Title Certificate' certifying the title of 'The Promoter(s)/The Developer(s)' to the said proposed redevelopment project being clear and marketable and (iv) M.H.A.D.A. 'Offer Letters', M.H.A.D.A. 'No Objection Certificate' (N.O.C.) (v) M.H.A.D.A. 'Intimation Of Approval' (I.O.A.), (vi) amended 'Approved Plans' from M.H.A.D.A. (vii) Full 'Further Commencement Certificate' dated 27.05.2024 from M.H.A.D.A., inter-alia permissions and sanctions obtained from M.H.A.D.A. and/or M.C.G.M. and/or 'Concerned Competent Authorities', other relevant deeds, documents, agreements, writings, plans, orders, schemes, requisite permissions, sanctions, etc.
 - All such other documents as are specified under the (a) Maharashtra Ownership of Flats, Act, 1963 (Regulation of The Promotion of Construction, Sale, Management and Transfer) hereinafter referred to as 'M.O.F.A.' (b) Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as 'R.E.R.A.', as applicable.
4. That 'The Promoter(s)/The Developer(s)' has also disclosed the following facts of the project which are indicative and not exhaustive viz., (i) The building under construction is a stand-alone building and is the redevelopment project of 'Suvarna Rekha Co-Op. Hsg. Soc. Ltd.' under redevelopment scheme of M.H.A.D.A. (ii) All the terms and conditions mentioned in various Offer Letters, 'No Objection Certificate' (N.O.C.), 'Intimation Of Approval' and 'Approved/Amended Plans', other sanctions, permissions, approvals, etc., revalidated, amended, renewed, extended, from time to time, by M.H.A.D.A. and/or M.C.G.M. and/or other 'Concerned Competent Authorities' are accepted by 'The Society', 'The Existing Members' and 'The Promoter(s)/The Developer(s)' and in future, from time to time the same shall be binding upon 'The Allottee(s)/The Purchaser(s)' and/or whosoever derives the rights, title and interest in the said proposed 'New Flat(s)' and 'The Allottee(s)/The Purchaser(s)' shall not demand any alterations and/or modifications to the said permissions, proposed 'New Flat(s)' and/or to the said project. (iii) Title of 'The Society' with regards to the land and eligible FSI thereon and (iv) The rights, title and interests for redevelopment so acquired by 'The Promoter(s)/The Developer(s)' by and under 'Development Agreement' and 'Special Power of Attorney' (P.O.A.) for said redevelopment project is clear and marketable under the category of development rights of redevelopment project. (v) Location of the project. (vi) Layout plan of the project and the proposed 'New Flat(s)' (vii) Floor plans. (viii) Location of the proposed 'New Flat(s)' (as detailed herein) being purchased by him/her/them. (ix) The internal amenities of said proposed 'New Flat(s)'. (x) External amenities & facilities of the project. (xi) Quality of materials to be used/being used, workmanship/s, finishes, etc. of the said flat and/or of the entire redevelopment project (xii) The plot / property on which the new building/s is being constructed is lying under the flying zone or the funnel of the runway and 'No Objection Certificate' (N.O.C.) is obtained from Airport Authority of India. (xiii) The said new building/s being constructed on the said Plot is deficient in open spaces and other recreational common amenities. (xiv) The scheme of M.H.A.D.A. for granting enhanced / additional F.S.I. as mentioned under 'Total F.S.I.' (xv) The proposed redevelopment project undertaken jointly by 'The Existing Members' of 'The Society' and 'The Promoter(s)/The Developer(s)', (xvi) 'The Promoter(s)/The Developer(s)' shall sell, allot, reserve, mortgage,

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/The Purchasers'	'The Allottee(s)'/The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

lien, hypothecate and/or deal with proposed 'New Flat(s)' herein referred to as 'The Saleable Area' at such terms and conditions in a manner as 'The Promoter(s)/The Developer(s)' deems fit and proper, etc. that with full knowledge and acceptance of the above facts 'The Allottee(s)/The Purchaser(s)' has/have expressed his/her/their desire to purchase from 'The Promoter(s)/The Developer(s)' one property being proposed 'New Flat(s)' [as detailed herein] in the under-construction new building/s to be known as 'Shubham Aurum' and 'The Promoter(s)/The Developer(s)' has agreed to sell to 'The Allottee(s)/The Purchaser(s)', one property being the proposed 'New Flat(s)' [as detailed herein] hereinafter referred to as the said proposed 'New Flat(s)', on 'Ownership' basis, at certain price consideration and other terms and conditions appearing hereinafter. Accordingly, the parties have mutually agreed to enter in to this agreement and heretofore at all times 'The Allottee(s)/The Purchaser(s)' being fully satisfied with the facts of the proposed redevelopment project shall not raise any dispute/s, objection/s and/or litigation/s with regards to the same.

5. That 'The Allottee(s)/The Purchaser(s)' hereto grants his/her/their explicit 'Irrevocable Consent' and 'No Objection (N.O.C.)' to 'The Promoter(s)/The Developer(s)' and/or 'The Society' and/or 'The Existing Member(s)' of 'The Society' for amendment of plans or otherwise as may be required to consume 'Total FSI' and receive Full 'Commencement Certificate' from time to time, to be obtained from M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities' as the case may be and 'The Promoter(s)/The Developer(s)' is authorized to carry out additional construction horizontal expansion of building/s, either in parts or in full, in future, from time to time, even after the 'Occupancy Certificate' is obtained.
6. 'The Allottee(s)/The Purchaser(s)' herein grants his/her/their 'Irrevocable Consent' and explicit 'No Objection', for accepting the terms and conditions of this agreement and at all times this 'Irrevocable Consent' and 'No Objection (N.O.C.)' to be contemplated as consent of 'The Allottee(s)/The Purchaser(s)' for all/any purposes without any reference and/or recourse and/or consent and/or concurrence from 'The Allottee(s)/The Purchaser(s)' in any manner whatsoever, and if required and/or upon request of 'The Promoter(s)/The Developer(s)' and/or 'The Society' and/or the 'Concerned Competent Authorities', at such instances, in future, from time to time, 'The Allottee(s)/The Purchaser(s)' herein agrees that as per the formats required by 'The Promoter(s)/The Developer(s)' and/or the 'Concerned Competent Authorities', he/she/they shall submit his/her/their consent, undertakings, affidavit, indemnity bond, etc., sign other requisite deeds, documents, agreements to perfectly effect the terms in writing, regarding any clarification and/or confirmation arising, required, demanded during any situation/condition.
7. That in addition to price/consideration agreed hereinafter for the said proposed 'New Flat(s)', 'The Allottee(s)/The Purchaser(s)' has also agreed to make payments towards all taxes, charges, expenses, etc., applicable at present or as may be applicable/levied in future, from time to time, viz., (i) Service tax, (ii) Value Added Tax (V.A.T.), (iii) Goods & Services Tax (GST) (State GST and Central GST) (iv) Local body tax (L.B.T.), (v) Any other taxes applicable/levied in future, from time to time, towards purchase/transaction of said proposed 'New Flat(s)'. (vi) payments towards stamp duty and other charges for Conveyance of Land in favor of 'The New Society', Lease Deed charges, Society formation charges, etc.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/The Purchasers'	'The Allottee(s)'/The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

8. 'The Allottee(s)/The Purchaser(s)' shall use the proposed 'New Flat(s)' or permit the same to be used for residential purpose only. The parking space, if allotted, shall be used only for purpose of parking 4 wheeled Cars.
9. 'The Allottee(s)/The Purchaser(s)' along with other 'The Allottee(s)/The Purchaser(s)' of proposed 'New Flat(s)' in the building shall, from time to time, sign and execute the application for membership and the other papers and documents necessary for becoming a member of the Society. No objection shall be taken by 'The Allottee(s)/The Purchaser(s)' if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
10. Within 30 days after notice in writing is given by 'The Promoter(s)/The Developer(s)' to 'The Allottee(s)/The Purchaser(s)' that the proposed 'New Flat(s)' is ready for use and occupancy, 'The Allottee(s)/The Purchaser(s)' shall be liable to bear and pay the proportionate share of outgoings in respect of the said Plot and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of Manager, Security, House Keeping and all other expenses necessary and incidental to the management and maintenance of the said Plot and building/s. 'The Allottee(s)/The Purchaser(s)' further agrees that till 'The Allottee(s)/The Purchaser(s)' share is so determined 'The Allottee(s)/The Purchaser(s)' shall pay to 'The Promoter(s)/The Developer(s)' provisional monthly contribution towards the outgoings.
11. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of proposed 'New Flat(s)' or of the said Plot and Building or any part thereof. 'The Allottee(s)/The Purchaser(s)' shall have no claim save and except in respect of the proposed 'New Flat(s)' hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of 'The Promoter(s)/The Developer(s)' until the said structure of the new building is handed over to the Society.
12. 'The Allottee(s)/The Purchaser(s)' or himself/themselves with intention to bring all persons into whosoever hands proposed 'New Flat(s)' may come, hereby covenants with 'The Promoter(s)/The Developer(s)' as follows :-
- i. To maintain proposed 'New Flat(s)' in good tenantable and repairable condition at own cost of 'The Allottee(s)/The Purchaser(s)', from the date when possession of proposed 'New Flat(s)' is taken.
- ii. 'The Allottee(s)/The Purchaser(s)' shall not do or cause to do the following in proposed 'New Flat(s)' and/or in/to the said 'Residential' building(s) in which proposed 'New Flat(s)' is situated ;

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- a. Shall not do or suffer to be done anything which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building or any part thereof without the consent of 'The Society' and/or 'The Promoter(s)'/The Developer(s)' and/or the local authorities.
- b. Shall not store any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building or are objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building.
- c. In case any damage is caused to the building on account of negligence or fault of 'The Allottee(s)/The Purchaser(s)' in this behalf, 'The Allottee(s)/The Purchaser(s)' shall be liable for the costs and consequences of the damages and/or the breaches.
- d. To carry out at his own cost all internal repairs to the said proposed 'New Flat(s)' and maintain the same in good habitable condition, state and order in which it was delivered by 'The Promoter(s)/The Developer(s)' to 'The Allottee(s)/The Purchaser(s)' and shall not do or suffer to be done anything in or to the said building 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)/The Purchaser(s)' committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iii. Not to demolish or cause to be demolished proposed 'New Flat(s)' or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to proposed 'New Flat(s)' or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building and shall keep the portion, sewers, drains, pipes 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 'Residential' building(s).
- iv. Shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the proposed 'New Flat(s)' without the prior written permission of 'The Promoter(s)/The Developer(s)' and/or 'The Society'.
- v. Shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the building in which the proposed 'New Flat(s)' is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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'The Allottee(s)'/The Purchasers'	'The Allottee(s)'/The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

- vi. Shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said proposed 'New Flat(s)' in the compound or any portion of the said Plot and the building in which the proposed 'New Flat(s)' is situated.
- vii. Shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of proposed 'New Flat(s)' until all the dues payable by 'The Allottee(s)/The Purchaser(s)' to 'The Promoter(s)/The Developer(s)' under this 'Agreement for Sale' are fully paid up.
- viii. 'The Allottee(s)/The Purchaser(s)' shall observe and perform all the rules and regulations which the Society may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and proposed 'New Flat(s)' therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. 'The Allottee(s)/The Purchaser(s)' shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of proposed 'New Flat(s)' in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this 'Agreement for Sale' and/or the Bye Laws of 'The Society'.
- ix. Till hand over of the entire structure of the new 'Residential' building(s) to the Society, 'The Allottee(s)/The Purchaser(s)' shall permit 'The Promoter(s)/The Developer(s)' and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
13. That in case there are Joint 'The Allottee(s)/The Purchaser(s)' then all communications shall be sent by 'The Promoter(s)/The Developer(s)' to 'The Allottee(s)/The Purchaser(s)' whose name appears first and at the address given by him/her which shall, for all intents and purposes, be considered as properly served on all 'The Allottee(s)/The Purchaser(s)'.
14. That 'The Allottee(s)/The Purchaser(s)' has understood the same and agreed that he/she/they shall not raise any objection/s or litigations in any manner or of any nature whatsoever, the terms and conditions agreed and mentioned hereunder are final and binding. That all particulars related to the said flat being proposed 'New Flat(s)' Flat No., Floor, location of Flat, M.C.G.M. Carpet Area inclusive of 'Fungible FSI / Area', 'Carpet Area' as per R.E.R.A., agreed price/consideration of said Flat, 'Payment Schedule', 'List of Amenities', Date of Possession, etc., have been disclosed by 'The Promoter(s)/The Developer(s)' and understood, agreed by 'The Allottee(s)/The Purchaser(s)' and the details are more particularly mentioned herein. 'The Allottee(s)/The Purchaser(s)' has applied to 'The Promoter(s)/The Developer(s)' for allotment of proposed 'New Flat(s)' (as detailed below) ;

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Proposed 'New Flat(s)' allotted to 'The Allottee(s)/The Purchaser(s)'		
Flat No.	xxxxx	
Floor No.	xxxxxx Floor	
Name of the Building	SHUBHAM AURUM	
Type of Building	'Residential' Building.	
Name of 'The Society'	'Suvarna Rekha Co-operative Hsg. Soc. Ltd.'	
Address Of The Project	Old 'Building No. 175', C.T.S. No. 5684 (Part), Final Plot No. 320 (Part), Survey No. 236 – A, situated at junction of Shree Gurudatta Mandir Marg and 12.2 Mtr. wide road, Village Ghatkopar – Kiroli, Pant Nagar, M.H.A.D.A. layout, 'N' Ward, Kurla Taluka, Mumbai Suburban Division, Ghatkopar (East), Mumbai – 400075.	
Project Type	Proposed Redevelopment Project.	
Carpet Area inclusive of 'Fungible FSI / Area'	Square Feet	Square Meters
MOFA	xxxx	xxxx
R.E.R.A.	xxxx	xxxx
Lump-sum Price Consideration	Rs. xxxx/-	
	[Rupees xxxxxx Only].	
Allotment of Car Parking Space(s)/Slot(s)	One Car Parking Space(s)/Slot(s) is allotted 'Free of Costs', in the 'Mechanical Car parking Tower'.	

E. PAYMENTS FROM 'THE ALLOTTEE(S)' / 'THE PURCHASER(S)'

- The parties have agreed to the terms of Payment on instalment basis and the same is mentioned in **Second Schedule herein as 'Payment Instalment Schedule'**.
- The Total Price excludes Goods & Service Tax (GST), Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by 'The Promoter(s)/The Developer(s)' up to the date of handing over the possession of the said proposed 'New Flat(s)'.
- The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. 'The Promoter(s)/The Developer(s)' undertakes and agrees that while raising a demand on 'The Allottee(s)/The Purchaser(s)' for increase in development charges, cost, or levies imposed by the competent authorities etc., 'The Promoter(s)/The Developer(s)' shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to 'The Allottee(s)/The Purchaser(s)', which shall only be applicable on subsequent payments.

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4. 'The Promoter(s)/The Developer(s)' may allow, at its sole discretion, a rebate for early payments of equal instalments payable by 'The Allottee(s)/The Purchaser(s)' by discounting such early payments @ 12 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to 'The Allottee(s)/The Purchaser(s)' by 'The Promoter(s)/The Developer(s)'.
5. 'The Promoter(s)/The Developer(s)' shall confirm the final carpet area that has been allotted to 'The Allottee(s)/The Purchaser(s)' after the construction of the Building is complete and the 'Full Occupation Certificate' is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by 'The Promoter(s)/The Developer(s)'. If there is any reduction in the carpet area within the defined limit then 'The Promoter(s)/The Developer(s)' shall refund the excess money paid by 'The Allottee(s)/The Purchaser(s)' within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by 'The Allottee(s)/The Purchaser(s)'. If there is any increase in the carpet area allotted to 'The Allottee(s)/The Purchaser(s)', then 'The Promoter(s)/The Developer(s)' shall demand additional amount from 'The Allottee(s)/The Purchaser(s)' as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
6. 'The Allottee(s)/The Purchaser(s)' authorizes 'The Promoter(s)/The Developer(s)' to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name as 'The Promoter(s)/The Developer(s)' may in its sole discretion deem fit and 'The Allottee(s)/The Purchaser(s)' undertakes not to object/demand/direct 'The Promoter(s)/The Developer(s)' to adjust his payments in any manner.
7. That 'The Promoter(s)'/The Developer(s)' shall issue a written notice to 'The Allottee(s)/The Purchaser(s)' intimating 'The Allottee(s)/The Purchaser(s)' about the stage-wise completion of the said building, the payment at each stage is individually referred to as 'The Instalment' and collectively as 'The Instalments'. Each instalment shall be paid by 'The Allottee(s)/The Purchaser(s)' within 15 (Fifteen) days of 'The Promoter(s)/The Developer(s)' making a demand for the payment of the 'Instalment', without any delay, demur or default, time being essence of the contract. An intimation forwarded by 'The Promoter(s)/The Developer(s)' to 'The Allottee(s)/The Purchaser(s)', that a particular stage of construction has commenced or is completed shall be sufficient proof that a particular stage of construction has commenced or is completed, as the case may be. The payment by 'The Allottee(s)/The Purchaser(s)' in accordance with the terms of this agreement is the basis of the consideration and is one of the principal, material and fundamental terms of this agreement, time being of essence. 'The Promoter(s)/The Developer(s)' has agreed to allot and sell the said proposed 'New Flat(s)' to 'The Allottee(s)/The Purchaser(s)' at the price consideration *inter alia* specifically because of proposed 'New Flat(s)' purchaser(s) having agreed to pay the price consideration in the manner more particularly detailed hereinabove.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/The Purchasers'	'The Allottee(s)'/The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

8. That whilst 'The Allottee(s)/The Purchaser(s)' making payment of each installment(s), each payment(s) shall always be accompanied with additional separate payment being applicable Goods and Services Tax (Central G.S.T. and State G.S.T.) to be paid by either through Cheque(s), Demand Draft, Pay Order, R.T.G.S., N.E.F.T. in favor of **AVVAD REALCON LLP**. It is also agreed by 'The Allottee(s)' / 'The Purchaser(s)' that in case(s) any additional/enhanced taxes, Goods and Services Tax (Central G.S.T. and State G.S.T.) etc. are levied by the Government and/or the 'concerned competent authorities', in future from time to time, the same shall be paid by 'The Allottee(s)' / 'The Purchaser(s)'.
9. 'The Allottee(s)/The Purchaser(s)' shall make all such payments towards installment(s) in favor of 'The Promoter(s)/The Developer(s)' firm and R.E.R.A. Bank Account details as mentioned hereunder ;

Name of the Firm & RERA Bank Account	AVVAD REALCON LLP SHUBHAM AURUM MAS COLL ESCROW A/c No. 57 50 00 01 40 40 44
Bank	HDFC Bank Ltd.
Branch	VASHI A.P.M.C. NAVI MUMBAI
I.F.S.C. Code	HDFC 00 00 829

10. 'The Allottee(s)/The Purchaser(s)' hereby agrees the price consideration and all payments shall be paid by way of Demand Drafts, Pay Orders, Cheque, R.T.G.S., N.E.F.T. for Purchase of the said proposed 'New Flat(s)' as per Payment Installments Schedule mentioned herein, subject to deductions of tax at source (TDS) under the applicable law.
11. 'The Promoter(s)/The Developer(s)' shall pay 1% TDS (Tax deducted at source) as per the applicable Income Tax Act and necessary certificate shall be issued to 'The Allottee(s)'/'The Purchaser(s)'.
12. 'The Allottee(s)/The Purchaser(s)' declares and confirms that all the payments under this agreement made by 'The Allottee(s)/The Purchaser(s)' shall always be from the bank account of said 'Allottee(s)/The Purchaser(s)' only. In the event of any payment being made by 'The Allottee(s)/The Purchaser(s)', from any other person/s account (excluding joint Purchaser(s) then the same shall be deemed to have been made by such other person at the request and behest of 'The Allottee(s)/The Purchaser(s)'. It is agreed between the parties hereto that any payment made by any person(s) other than 'The Allottee(s)/The Purchaser(s)' herein shall not create any right, title or interest in proposed 'New Flat(s)' in favor of such other person(s).
13. 'The Promoter(s)/The Developer(s)' herein has specifically informed to 'The Allottee(s)/The Purchaser(s)' of proposed 'New Flat(s)' that, in case, if any inquiry is raised by any statutory or government or semi-government authority or an agency or revenue authorities or any other statutory authority pertaining to the amount paid by 'The Allottee(s)/The Purchaser(s)' to 'The Promoter(s)/The Developer(s)', 'The Allottee(s)/The Purchaser(s)' shall be liable to provide the source of the amount paid to the satisfaction of such statutory authorities or an agency. 'The Allottee(s)/The Purchaser(s)' hereto indemnifies 'The Promoter(s)/The Developer(s)' and shall continue to keep 'The Promoter(s)/The Developer(s)' indemnified against all the Taxes, penalties, expenses, charges and payments arising out of failure of

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/The Purchasers'	'The Allottee(s)'/The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

providing satisfactory reply to the statutory or government or semi- government authority or an agency or revenue authorities or any other statutory authorities for any amount paid by 'The Allottee(s)/The Purchaser(s)' either from his own account or made through third party or otherwise.

14. In the event 'The Allottee(s)'/The Purchaser(s)' is/are not able to satisfy the statutory authorities about the source of the payment made to 'The Promoter(s)/The Developer(s)' then, 'The Promoter(s)/The Developer(s)' shall be entitled to withhold the possession of proposed 'New Flat(s)' or exercise the option to terminate this Agreement for Sale.

F. PROCEDURE FOR TAKING POSSESSION

1. 'The Promoter(s)/The Developer(s)', upon obtaining the Occupancy Certificate from the competent authority and also upon the payment being made by 'The Allottee(s)/The Purchaser(s)' as per the 'Agreement for Sale', 'The Promoter(s)'/The Developer(s)' shall offer Possession of proposed 'New Flat(s)' to 'The Allottee(s)/The Purchaser(s)' in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and 'The Promoter(s)/The Developer(s)' shall give possession of proposed 'New Flat(s)' to 'The Allottee(s)/The Purchaser(s)'. 'The Promoter(s)/The Developer(s)' agrees and undertakes to indemnify 'The Allottee(s)/The Purchaser(s)' in case of failure of fulfilment of any of the provisions, formalities, documentation on part of 'The Promoter(s)/The Developer(s)'. 'The Allottee(s)/The Purchaser(s)' agree(s) to pay the maintenance charges, in future, from time to time, as determined by 'The Promoter(s)/The Developer(s)' or 'The Society'. 'The Promoter(s)'/The Developer(s)' on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the 'Occupation Certificate' of the Project.
2. The Allottee shall take possession of proposed 'New Flat(s)' within 15 days of the written notice from 'The Promoter(s)'/The Developer(s)' to 'The Allottee(s)/The Purchaser(s)' intimating that the said proposed 'New Flat(s)' is ready for use and occupancy.
3. Upon receiving a written intimation from 'The Promoter(s)/The Developer(s)', 'The Allottee(s)/The Purchaser(s)' shall take possession of proposed 'New Flat(s)' from 'The Promoter(s)/The Developer(s)' by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and 'The Promoter(s)/The Developer(s)' shall give possession of proposed 'New Flat(s)' to 'The Allottee(s)/The Purchaser(s)'. In case 'The Allottee(s)/The Purchaser(s)' fails to take possession within the time provided in then such 'The Allottee(s)/The Purchaser(s)' shall continue to be liable to pay maintenance charges as applicable.

G. LIST OF AMENITIES

The List of Amenities including fixtures and fittings, sanitary fittings, flooring etc. to be provided by 'The Promoter(s)/The Developer(s)' in the said building and proposed 'New Flat(s)' are as set out in **'Third Schedule'** annexed hereto.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/The Purchasers'	'The Allottee(s)'/The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

H. 'THE ALLOTTEE(S)/THE PURCHASER(S)' IS/ARE NON-RESIDENT INDIAN (N.R.I.)

1. That it is abundantly made clear by 'The Promoter(s)/The Developer(s)' to 'The Allottee(s)/The Purchaser(s)', that in case/s if, 'The Allottee(s)/The Purchaser(s)' is a Non-Resident/Foreign National of Indian Origin/OCI/PIO then in respect of all remittances, acquisitions/transfer of the said proposed 'New Flat(s)', it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act (FEMA), 1999 or statutory enactments or amendment thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act (FEMA), 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The 'The Allottee(s)/The Purchaser(s)' of proposed 'New Flat(s)' understand/s and agree/s that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control laws and guidelines issued by the Reserve Bank of India then 'The Allottee(s)/The Purchaser(s)' alone shall be liable for any action under the Foreign Exchange Management Act (FEMA), 1999 or any other statutory modifications or re-enactments thereto and other applicable laws. 'The Promoter(s)/The Developer(s)' accepts no responsibility in this regard and 'The Allottee(s)/The Purchaser(s)' of proposed 'New Flat(s)' does hereby indemnify and keep 'The Promoter(s)/The Developer(s)' indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
2. In the event if 'The Allottee(s)/The Purchaser(s)' of proposed 'New Flat(s)' is a Non-Resident Indian (N.R.I.)/Person of Indian Origin (PIO)/Overseas Citizen of India (OCI) intending to book and acquire the said flat, then it shall be the sole responsibility of such 'The Allottee(s)/The Purchaser(s)' of proposed 'New Flat(s)' to procure the necessary/statutory permissions from the Reserve Bank of India or any other competent authority to that extent in order to acquire the said flat. 'The Promoter(s)/The Developer(s)' shall not be held liable for the deficiency of any statutory permissions being not available or procured by the proposed 'New Flat(s)' purchaser(s)

I. INSTALMENT DUE LETTERS | NOTICE | INTEREST CHARGES | DELAY PAYMENT CHARGES.

1. That, within 15 days from the receipt of 'Installment Demand Letter' from 'The Promoter(s)/The Developer(s)', 'The Allottee(s)/The Purchaser(s)' herein, shall pay to 'The Promoter(s)/The Developer(s)' the amount due to be paid on the agreed due dates, together with interest and/or delayed payment charges, if any, with time being the essence of the contract.
2. All the 'Installment(s) Demand Letter(s)' and/or Notices and/or other correspondences to be served on 'The Allottee(s)' / 'The Purchaser(s)' as contemplated by this agreement shall be deemed to have been duly served if sent to 'The Allottee(s)' / 'The Purchaser(s)' by Registered Post AD/Under Certificate of Posting, Courier Services, Email address at his/her/their address & email address specified as below ;

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/ 'The Purchasers'	'The Allottee(s)'/ 'The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

	Name Of 'The Allottee(s)/The Purchaser(s)'	
Mobile		
Email		
Address :		

3. That in case of delay in payment/s towards instalments, 'The Allottee(s)/The Purchaser(s)' agree/s to pay to 'The Promoter(s)/The Developer(s)' interest, hereinafter referred to as 'Interest Charges' @ 18 % (percent) per annum hereinafter referred to as the 'Interest Rate', on all amount/s, which become due and payable by 'The Allottee(s)/The Purchaser(s)' to 'The Promoter(s)/The Developer(s)' under the terms of this Agreement, from the date the said amount become payable by the proposed 'New Flat(s)' Purchaser(s) to 'The Promoter(s)/The Developer(s)', until entire payment is received by 'The Promoter(s)/The Developer(s)'.
4. Save as provided herein, in the event 'The Allottee(s)/The Purchaser(s)' commits default in payment on the due date of any amount due and payable by 'The Allottee(s)/The Purchaser(s)' to 'The Promoter(s)/The Developer(s)' under this Agreement, including proportionate share of taxes levied by the concerned local authority and other outgoings and/or commits breach of any of the terms and conditions of this Agreement, then, 'The Allottee(s)/The Purchaser(s)' shall pay to 'The Promoter(s)/The Developer(s)' interest, at the 'Interest Rate' as agreed herein, 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.
5. In addition to the 'Interest Charges' payable on delayed amount of instalments due, 'The Allottee(s)/The Purchaser(s)' shall also pay to 'The Promoter(s)/The Developer(s)' **'Delay Payment Charges'** @ 15 % per annum on all amount/s, which become due and payable by the 'The Allottee(s)/The Purchaser(s)' to 'The Promoter(s)/The Developer(s)' under the terms of this Agreement, from the date the said amount become payable by 'The Allottee(s)/The Purchaser(s)' to 'The Promoter(s)/The Developer(s)', until entire payment is received by 'The Promoter(s)/The Developer(s)'.
6. Provided further that upon termination of this Agreement as aforesaid, 'The Promoter(s)/The Developer(s)' shall refund to 'The Allottee(s)' / 'The Purchaser(s)' (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to 'The Promoter(s)/The Developer(s)') within a period of thirty days of the termination, the instalments of sale consideration of the proposed 'New Flat(s)' which may till then have been paid by 'The Allottee(s)' / 'The Purchaser(s)' to 'The Promoter(s)/The Developer(s)'.
7. 'The Promoter(s)/The Developer(s)' shall give possession of proposed 'New Flat(s)' to 'The Allottee(s)'/ 'The Purchaser(s)' as mentioned and agreed herein. If 'The Promoter(s)/The Developer(s)' fails or neglects to give possession of proposed 'New Flat(s)' to 'The Allottee(s)/The Purchaser(s)' on account of reasons beyond his control and of his agents by the aforesaid date then 'The Promoter(s)/The Developer(s)' shall be liable, on demand, to refund to 'The Allottee(s)/The Purchaser(s)' the amounts already received by him in respect

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of the proposed 'New Flat(s)' together with interest @ 12% from the date 'The Promoter(s)/The Developer(s)' received the sum till the date the amounts and interest thereon is repaid.

8. Provided that 'The Promoter(s)/The Developer(s)' shall be entitled to reasonable extension of time, on the aforesaid date, for giving delivery of proposed 'New Flat(s)', if the completion of Building in which the proposed 'New Flat(s)' is situated is delayed on account of Force Majeure.

J. COMMUNICATION DETAILS FOR SERVING OF NOTICE

1. That all notices to be served on 'The Allottee(s)/The Purchaser(s)' and 'The Promoter(s)/The Developer(s)' as contemplated in this Agreement shall be deemed to have been duly served if sent to 'The Allottee(s)/The Purchaser(s)' or 'The Promoter(s)/The Developer(s)' by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee	
Allottee's Address	
Email ID	

Name of Promoter	'AVVAD REALCON L.L.P.'
Promoter's Address	1-2, Shubham Aura, Building No. 130, Pant Nagar, Ghatkopar (East), Mumbai - 400 075.
Email ID	legal@shubham.group

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

K. ADDITIONAL TERMS AND CONDITIONS AGREED BY 'THE ALLOTTEE(S)/THE PURCHASER(S)'

1. That the proposed redevelopment project is under construction and 'The Promoter(s)/The Developer(s)' shall be entitled to develop and continue to develop the remaining phases until 'Total F.S.I.' is fully consumed on the said plot or otherwise as mentioned and agreed herein.

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2. That 'The Allottee(s)/The Purchaser(s)' hereto confirms that he/she/they shall not object to any modification, amendments, alterations, etc., to the existing plans and if required, in future, from time to time, and shall also sign requisite applications, documents, etc. required for obtaining approvals for such modifications.
3. That this Agreement shall always be read with the 'Development Agreement' and in case/s, where clauses and/or the terms and conditions of this Agreement are controversial to 'Development Agreement' and/or creating misunderstanding/s and/or interpretations of the clauses herein vary with parties concerned which clauses are relating, concerning, affecting 'The Society' then the terms and conditions of 'Development Agreement' shall always prevail.
4. That in future, from time to time, 'The Promoter(s)/The Developer(s)' shall be entitled to make any changes, variations, alterations, amendments, modifications to the said approved plans, relocate/realign service/s and utility/utilities, connections and lines, open spaces, common areas and facilities, mechanical car parking tower, parking spaces, recreation areas and all or any other areas, amenities and facilities as 'The Promoter(s)/The Developer(s)' may deem fit at its sole discretion.
5. That for the amount which becomes due and payable by 'The Allottee(s)/The Purchaser(s)' on the basis of achieving certain milestone on agreed date, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to 'The Allottee(s)/The Purchaser(s)', the amount shall become payable by 'The Allottee(s)/The Purchaser(s)' on the date on which such milestone is actually achieved. 'The Promoter(s)/The Developer(s)' shall be entitled to construct the said building faster and complete it earlier than what is disclosed as the proposed schedule of progress.
6. That until 'The Allottee(s)/The Purchaser(s)' has paid the entire consideration of proposed 'New Flat(s)' to 'The Promoter(s)/The Developer(s)' along with costs, charges, if any, payable as per the agreed terms of this Agreement, 'The Allottee(s)/The Purchaser(s)' shall not let, sub-let, transfer, assign or part with the proposed 'New Flat(s)' interest or benefit under this Agreement or part with the possession of the said proposed 'New Flat(s)' without prior written permission of 'The Promoter(s)/The Developer(s)'.
7. 'The Allottee(s)'/ 'The Purchaser(s)' agree(s) and declare(s) that in the event he/she/they intend(s) to procure any loan or financial assistance for purchasing the said proposed 'New Flat(s)' then 'The Allottee(s)/The Purchaser(s)' shall ensure that such bank or financial institution pays the installments regularly and punctually and any delay in the payment of the said installments by the bank/s or the financial institution shall amount to a breach of the terms and condition of this Agreement and the consequences mentioned in this Agreement shall apply.
8. That 'The Allottee(s)/The Purchaser(s)' is/are aware of the following and further grants his/her/their 'Irrevocable Consent' and 'No Objection (N.O.C.)' for - Under and vide Notification No. TPB-4316/123/CR-202/2016/UD-11 Dt. 3RD JULY, 2017 the F.S.I. permissible is now 3.0 on the gross area of the layout and accordingly M.H.A.D.A. will allot 3.0 F.S.I. as well as balance pro-rata per tenement or additional built up area which will be distributed to all the beneficiary societies on payment of premium basis or FSI sharing basis and/or otherwise.

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9. That to comply with terms and conditions of the concerned competent authorities and/or to overcome the constraints of narrow plot as per the planning point of view or otherwise and/or as per the permissions obtained and/or keeping provisions for consuming 'additional/enhanced F.S.I.' in future and/or otherwise, 'The Promoter(s)/The Developer(s)' have provided and/or at its sole discretion may provide the amenities and facilities, being automatically operated either with/without sensors and/or manually operated machineries, gadgets, equipment, etc., viz., (i) mechanical car parking tower/s, (ii) lifts (iii) garbage chutes, (iv) equipment/s and facilities in the gymnasium, (v) diesel generators, (vi) electric sub-station and meter rooms, (vii) glass facades, walls, aluminum composite panels facades mounted on aluminum and/or M. S. Frames (viii) trees transplanted and/or shifted, (ix) piped gas, (x) fire fighting pipes, equipment and pumps etc., and all/any other heavy duty gadgets, machinery, amenities and facilities, which are not mentioned herein but provided in 'The Said Property'/proposed 'New Flat(s)' and 'The Allottee(s)/The Purchaser(s)' is/are fully aware and further has/have technically, practically acknowledged, educated, sufficed himself/herself/ themselves and/or his/her/their family members and if not then in future shall do and/or cause to do so to acquaint with day to day use/s, benefits, risks, failure/s, hazard of the said machineries, equipment, gadgets, amenities and/or facilities being provided by 'The Promoter(s)/The Developer(s)' in the said project.
10. That the machineries, equipment, gadgets, electronic circuits, control panels, etc., mentioned hereunder are indicative and not exhaustive viz., lifts, mechanical car parking towers, pumps, glass walls, glass facades, hanging chandeliers, tiles, marbles fixed on ceilings, walls, floors, sunrays reflections of glass facades, etc., which are installed, erected, supplied, placed and/or are forming part of the internal and/or external amenities of the said project have to be maintained regularly, either by way of annual maintenance contract/s or otherwise. That the negligence/s, misuse/s, mishandling/s, damages, breakages, cracks, wear & tear, etc., of such above said machineries and/or internal amenities and/or external amenities of the said project, either due to lack of experienced manpower, personal grudge/s, vengeance/s, rage, non-compliance/s of maintenance terms and/or non-renewal of annual maintenance contract/s or otherwise, either with the concerned companies and/or the professional licensed contractors, caretakers, consultants, etc., can/may lead to occurring of any kind of unforeseen mishap/s, incident/s, accident/s, explosion/s, fire/s, etc., resulting in death/s, loss of limb/s of any person/s residing in the said property and/or the neighboring properties and/or the pedestrians, passer-by, visitors, etc., and/or may also cause loss/es, damages to property/properties and in case/s of such events 'The Allottee(s)/The Purchaser(s)' hereto agrees that, at all times, 'The Allottee(s)/The Purchaser(s)' shall always save harmless, indemnify and keep indemnified 'The Promoter(s)/The Developer(s)' and/or 'The Society' against all odds, litigations, complaints, legal proceedings, etc. and shall not blame and/or hold 'The Promoter(s)/The Developer(s)' and/or 'The Society' responsible, payable, punishable, and/or shall not initiate any legal action/s, proceeding/s against 'The Promoter(s)/The Developer(s)' and/or 'The Society' for all/any type of above said events or any other unforeseen event/s occurring at 'the said property'.

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L. COVENANTS AGREED BY 'THE ALLOTTEE(S)'/'THE PURCHASER(S)'

'The Allottee(s)/The Purchaser(s)' himself/herself/themselves with intention to bring all persons into whosoever hands the said proposed 'New Flat(s)' may come, hereby covenant with 'The Promoter(s)/The Developer(s)' as follows that 'The Allottee(s)/The Purchaser(s)' shall;

- a) Have pro-rata undivided share in the common areas and facilities in the above said project/plot/property and also in the limited common areas and facilities, except otherwise where is particularly mentioned and provided/agreed herein and/or the 'Development Agreement'.
- b) After completion of all the dues, payments, etc. pertaining to the purchase of the said proposed 'New Flat(s)' to be paid to 'The Promoter(s)/The Developer(s)', in future, from time to time, 'The Allottee(s)/The Purchaser(s)' shall sign and execute the applications, forms, undertakings, bonds, etc. other documents ancillary to and necessary for becoming and/or enrolling himself/herself/themselves as member/s of 'the Society'.
- c) Use the proposed 'New Flat(s)' or permit the same to be used for purpose as approved by the 'The Promoter(s)/The Developer(s)' and concerned Competent Authority.
- d) Commencing a week after notice in writing is given by 'The Promoter(s)/The Developer(s)' to 'The Allottee(s)/The Purchaser(s)' that the proposed 'New Flat(s)' is ready for use and occupation, 'The Allottee(s)/The Purchaser(s)' shall be liable to bear and pay to 'The Promoter(s)/The Developer(s)' or to 'The Society', the proportionate share of monthly and/or yearly outgoings, in advance for one year and thereafter regularly to the Society, towards maintenance of the said land and building/s viz. common (i) water bills, (ii) compound, staircase, water pumps, electricity bills, (iii) property taxes, (iv) sweeper charges, (v) security charges, (vi) monthly electricity charges and annual maintenance contracts charges for Lifts (vii) monthly electricity charges, annual maintenance contract charges for mechanical tower car parking (viii) any other such common expenses bills and/or charges (ix) proportionate share of taxes and other charges etc. which shall be levied proportionately to all the members of the Society.
- e) 'The Allottee(s)/The Purchaser(s)' at their own cost shall carry out all/any internal repairs to the said proposed 'New Flat(s)' and maintain the said proposed 'New Flat(s)' in the same condition/s, state and order in which it was delivered by 'The Promoter(s)/The Developer(s)' to 'The Allottee(s)/The Purchaser(s)' and shall not do or suffering to be done anything in or to the Building in which the proposed 'New Flat(s)' is situated which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of 'The Allottee(s)/The Purchaser(s)' committing any act in the contravention of the agreed terms and other permissions, 'The Allottee(s)/The Purchaser(s)' shall be responsible and liable for the legal consequences thereof, to the M.H.A.D.A. and/or M.B.R.R. board and/or M.C.G.M. and/or 'The Society', and/or concerned competent authorities and/or the concerned local authority and/or other public authorities.
- f) Not demolish or cause to demolish the proposed 'New Flat(s)' 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 proposed 'New Flat(s)' or any part thereof, nor any alteration in the elevation and outside

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color scheme of the Building/s in which the proposed 'New Flat(s)' is situated and shall keep the portion, sewers, drains pipes in the proposed 'New Flat(s)' and appurtenance thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the proposed 'New Flat(s)' is situated and shall not chisel and/or in any other manner damage the columns, beams, walls, slabs or R.C.C., pardis or other structural members in the proposed 'New Flat(s)' without the prior written permission of 'The Promoter(s)/The Developer(s)' and/or 'the society' and/or the M.H.A.D.A. and/or M.B.R.R. board and/or M.C.G.M.

- g) Not let, sub-let, transfer, assign, sell or part with the said proposed 'New Flat(s)', its interest/s and/or the benefit/s therein the proposed 'New Flat(s)' and/or sell and/or part with the possession of the said proposed 'New Flat(s)', until all the dues as agreed and payable under this agreement are made to 'The Promoter(s)/The Developer(s)', and 'The Allottee(s)/The Purchaser(s)' has intimated in writing to 'The Promoter(s)/The Developer(s)' and/or to 'The Society' about himself/herself/themselves his/her/their intention being desirous of entering into such deal for the proposed 'New Flat(s)' and 'The Promoter(s)/The Developer(s)' and/or 'The Society' in-turn grant his/their 'No Objection' in writing in favor of such applications so made by 'The Allottee(s)/The Purchaser(s)'.
- h) Observe and perform all the rules and regulations which 'The Society' has adopted at its inception and the additions, alterations or amendments thereof that may be made, from time to time, for protection and maintenance of the said building and the proposed 'New Flat(s)' therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies.
- i) Observe and perform all the stipulations and conditions laid down by M.H.A.D.A. and/or M.B.R.R. Board and/or M.C.G.M. and/or 'The Society' and/or the concerned competent authorities with regards to the occupation, use maintenance etc., of the said proposed proposed 'New Flat(s)' being constructed in the said project on 'The Said Property'.
- j) Along with Society maintenance charges and property taxes, 'The Allottee(s)/The Purchaser(s)' shall also contribute all the outgoings/expenses towards annual maintenance charges, property tax and electric bills of the mechanical car parking tower/s in proportion to the number of car parking spaces been requested by him and the same been allotted/reserved by 'The Promoter(s)/The Developer(s)', for his/her/their personal use.
- k) In the event, if 'The Allottee(s)/The Purchaser(s)' and/or his employee/s and/or his contractors and/or his visitors/guests commit/s any breach of the agreed terms and/or misuses, damages, the amenities and/or facilities and/or gadgets, equipment, machineries, causing breakdown, as a result of which 'the Society' and/or 'The Promoter(s)/The Developer(s)' incur any costs and/or losses and/or damages then 'The Allottee(s)/The Purchaser(s)' shall pay for the said damages and/or the repairs and/or replacements of the same and further 'The Allottee(s)/The Purchaser(s)' shall always save harmless, indemnify and keep indemnified 'the Society', its members and 'The Promoter(s)/The Developer(s)' and their estates and effects from and against all actions, suits, costs, charges, expenses, damages, fines, penalties etc., resulting on account of any act or omission or any breach, delay or fault

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on the part of 'The Allottee(s)/The Purchaser(s)' in maintaining and/or repairing and/or renovating the said proposed 'New Flat(s)' and/or the amenities and/or the facilities and/or the gadgets and/or any rules, regulations, bye laws, terms or conditions and/or otherwise.

- l) Neither store, keep personal belongings or any hazardous/combustible items nor shall enclose nor shall use for personal use/benefits the (i) refuge areas (ii) open spaces in the compound of 'The Society', (iii) common areas, diesel generator sets, stilt areas, toilets, terraces above the top floor, (iv) fire balconies/rescue galleries, fire ducts, electric ducts, chajjas, toilet ducts (v) gymnasium, (vi) common floor lobbies, (vii) entrance lobbies, in the new building/s and/or all/any other common amenities and/or facilities provided by 'The Promoter(s)/The Developer(s)', the same and said shall exclusively be of and belong to 'the Society' and at all times ever it shall be maintained/kept as it is provided for the specific purpose/s/performance/s.
- m) That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents / occupants of the building in the jurisdiction of M.C.G.M.
- n) Shall neither change the M.S. Grill nor extend the M. S. grill beyond what shall be provided and not to shift the position of Kitchen and/or Bathrooms and/or Plumbing Lines, Drainage Pipelines, etc., within the proposed 'New Flat(s)'.
- o) Not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the New Flat and/or open spaces nor litter or permit any littering in the common areas in or around the New Flat and/or the New Buildings and/or the Project and at the Member's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the New Flat and/or the New Building to the requirement and satisfaction of and/or relevant government and statutory authorities.
- p) Not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the New Building or the exterior wall of the New Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement or wireless mast or aerial or any other thing whatsoever save and except the name of the Member in such places only as shall have been previously approved in writing by the Society in accordance with such manner, position and standard design laid down by the "The Society".
- q) Shall make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the New Flat. The Member/labourers/contractors shall be responsible for the removal of all debris or any such wastage material etc. from the New Flat on a daily basis. The Member/labourers/contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the New Building.

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- r) During the course of fit-out/furnishing the New Flat, shall not do any act, deed, matter or thing resulting in leakage / damage to the New Flat or other flats/premises in the New Building or its common passages, staircases etc. and the Member shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.
- s) Shall observe and perform all the rules and regulations of the Society and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the New Buildings and the New Flat 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 Member shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the New Flat in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement.
- t) Shall carry-out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developers to the Member/s and shall not do or suffer to be done anything in or the building in which the Flat is situated or the Flat which may be governed with the rules and regulations and bye-laws of the concerned local authority to other public authority. And in the event of the Member/s and/or Purchaser/s committing any act in contravention of the above provision, the Member/s and/or Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- u) If 'The Allottee(s)'/The Purchaser(s)' desire/s to make any changes/alterations in the new Flat(s), then it shall be mandatory for him/her/them to obtain permission/'No Objection' (N.O.C.) from 'The Society' and/or 'The Promoter(s)/The Developer(s)'.

M. ADMISSION AS NEW MEMBER

1. 'That 'The Allottee(s)/The Purchaser(s)' shall sign all requisite deeds, documents, forms, applications, etc. for becoming the member of the Society. That 'The Allottee(s)/The Purchaser(s)' agrees and acknowledges that upon making full and final payment to 'The Promoter(s)/The Developer(s)', 'The Allottee(s)/The Purchaser(s)' shall also make the following payments, under various heads, to 'the society';

Membership fees	:	Rs. 25,000/-
Share money	:	Rs. 500/-
Entrance fee (per member)	:	Rs. 100/-

2. That the admission of 'The Allottee(s)/The Purchaser(s)' as member of 'The Society' shall not make 'The Allottee(s)/The Purchaser(s)' eligible to claim all / any benefits in the said proposed 'New Flat(s)' to be constructed by 'The Society' and 'The Promoter(s)/The Developer(s)' in future, from time to time upon consuming 'additional/enhanced FSI'.
3. That 'The Allottee(s)/The Purchaser(s)' herein shall along with other prospective buyers / purchaser(s) of proposed 'New Flat(s)' of saleable area of 'The Promoter(s)/The Developer(s)' and 'The Existing Members' of 'The Society' shall sign all relevant documents, forms, etc., for admission as member of the Society.

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N. MECHANICAL CAR PARKING TOWER

1. That, in future, if 'The Allottee(s)/The Purchaser(s)' is/are desirous of reserving and/or allotting for himself/herself/themselves Car parking space in the 'Mechanical Car Parking Tower(s)', accordingly, upon his/her/their request, subject to availability and at sole discretion of 'The Promoter(s)/The Developer(s)', 'The Promoter(s)'/ 'The Developer(s)' shall reserve/allot one car parking space/slot and said allotment shall be confirmed by separate 'Letter of Reservation' of 'Car Parking Space'. 'The Allottee(s)/The Purchaser(s)' do hereby state, declare, confirm, agree, undertake, acknowledge and accept that for car parking space allotted, he/she/they, in future, from time to time, shall;
 - a. 'The Allottee(s)/The Purchaser(s)' shall park his/her/their only one passenger car (light motor vehicle) (four wheeler), on the said slot/pallet of the said 'Mechanical Car Parking Tower', only.
 - b. 'The Allottee(s)/The Purchaser(s)' shall, for the said Mechanical Car Parking Tower, proportionately pay the (i) Annual Maintenance Contract (A.M.C.) charges (ii) Electricity bills (iii) Property taxes (iv) Any other assessment taxes levied by the concerned competent authorities, (v) Wear & tear or repairs charges, (vi) Maintenance charges, (vii) Salaries to drivers and salaries to operators and (viii) Any other contribution towards unforeseen expenses required in future, from time to time, for the same which 'The Society' and/or the majority of members holding car parking space/slots may deem fit and proper.
 - c. 'The Allottee(s)/The Purchaser(s)' shall observe, perform all the bye-laws, the rules and regulations of 'The Society' for its use, maintenance, etc. and shall also follow the rules and regulations of M.C.G.M., M.H.A.D.A., Public Works Department (P.W.D.), etc., that may be laid down, from time to time, for the betterment and benefit of the members of the Society.
 - d. 'The Allottee(s)/The Purchaser(s)' shall become member/s of the car parking association if any, to be formed/created by the members of 'The Society', who have been allotted such car parking space in the mechanical car parking tower and shall also sign requisite documents/forms for opening bank account for the maintenance of the same.
 - e. 'The Allottee(s)/The Purchaser(s)' shall make payments, favoring 'The Society' or favoring the association to be formed by the members of 'The Society' holding reservation/allotment letter of such mechanical car parking space.
 - f. 'The Allottee(s)/The Purchaser(s)' shall not sell, transfer, assign, lease or sub lease the said mechanical car parking space, to any individual, person/s, without prior consent of 'The Society' and/or 'The Promoter(s)/The Developer(s)'.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/ 'The Purchasers'	'The Allottee(s)'/ 'The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

- g. 'The Allottee(s)/The Purchaser(s)' shall not allow, permit any other outsider/s and/or other individual, person/s, association and/or any company/companies, to park their car in the said mechanical car parking space, without prior consent of 'the Society' and/or 'The Promoter(s)/The Developer(s)'.
2. That if 'The Allottee(s)/The Purchaser(s)' fail to comply with the terms and conditions agreed herein towards said mechanical car parking space allotted to him/her/them in the said tower or otherwise, then notice with time period shall be issued by 'The Promoter(s)/The Developer(s)' intimating 'The Allottee(s)/The Purchaser(s)' to comply with the terms and conditions and upon failure by 'The Allottee(s)/The Purchaser(s)' to comply then such reservation/allotment letter for car parking space shall automatically stand cancelled/terminated after the expiry of notice period.
3. That 'The Allottee(s)/The Purchaser(s)' herein shall sign an undertaking for utilizing the allotted car parking spaces and shall submit the same to 'The Society', prior to taking over possession of the said proposed 'New Flat(s)' for occupation.

O. TOTAL FSI | ADDITIONAL FSI | ENHANCED FSI | BALANCE FSI

That 'The Allottee(s)/The Purchaser(s)' heretofore confirms and grants his/her/their 'Irrevocable Consent' and 'No Objection (N.O.C.)' to the following ;

1. That in future, from time to time, either in part(s) or in full either in 'Phase' wise manner or otherwise, 'The Promoter(s)/The Developer(s)' is entitled to consume, load, utilize, FSI on the proposed redevelopment project as agreed and mentioned under 'Total F.S.I.'.
2. That 'The Existing Members' and/or 'The Society' and/or 'The Promoter(s)/The Developer(s)' in future, from time to time, are entitled to apply, approach and obtain from M.H.A.D.A. and/or M.C.G.M. and/or 'Concerned Competent Authorities' the 'Additional FSI / Enhanced FSI' either in part(s) or in full generated apart from the 'Total F.S.I.' and granted to be utilized by M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities' either from the Layout and/or Incentive FSI and/or plot of the pump house and/or Recreational open spaces and/or gardens etc.
3. That all/any such 'Additional FSI / Enhanced FSI', made available, in future, from time to time, in parts or in full and/or procured, secured upon payment of premium or otherwise, such 'Additional FSI / Enhanced FSI' shall always be and belong to The existing 16 (Sixteen) members of 'The Society' and/or 'The Promoter(s)/The Developer(s)' as per the terms and conditions agreed and mentioned by and between them in the 'Development Agreement' and/or any other agreements as may be entered by and between them and 'The Allottee(s)/The Purchaser(s)' herein and/or the prospective purchaser(s) of the proposed 'New Flat(s)' forming part of the saleable area of 'The Promoter(s)/The Developer(s)' shall have no rights, title, interests and/or shall not claim any benefits in the said such 'Additional FSI / Enhanced FSI' and 'The Allottee(s)/The Purchaser(s)' shall neither contribute any monies towards procuring costs and/or losses and/or nor shall demand any share in the profits or benefits in the said 'Additional FSI / Enhanced FSI'.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/The Purchasers'	'The Allottee(s)'/The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

4. That the unconsumed and/or Residual and/or Balance F.S.I., hereinafter referred to as 'Balance F.S.I.' from the 'Total F.S.I.' and/or any other additional, enhanced, extra 'F.S.I.' made available and/or eligible and/or granted by and under any name/s, scheme/s, purpose/s, nature/s, etc., arising due to change in act/s, law/s and/or policy and/or 'F.S.I.' is made available upon exemption from computation of 'F.S.I.' or otherwise either on the ongoing under construction/completed project/scheme and/or the adjoining/neighborhood land/proposed redevelopment project/s/ schemes, the same shall absolutely and exclusively belong to and be available for sole use, utilization, consumption and disposal of and for 'The Existing Member(s)' of 'The Society' and/or 'The Promoter(s)/The Developer(s)' and/or 'The Society' for use, utilization and/or consumption on the said plot and/or said redevelopment project/s and/or neighboring plot / property for construction of sale area being proposed 'New Flat(s)' of 'The Promoter(s)/The Developer(s)'. 'The Promoter(s)/The Developer(s)' and/or 'The Society' is entitled to use, utilize the said FSI on any other plot by way of transfer of said FSI, as may be permitted by M.H.A.D.A. and/or M.C.G.M. and/or 'Concerned Competent Authorities' and 'The Allottee(s)/The Purchaser(s)' shall neither claim any rights, title and interests nor shall be entitled for any benefits of whatsoever nature from M.H.A.D.A. and/or M.C.G.M. and/or 'Concerned Competent Authorities' and/or 'The Promoter(s)/The Developer(s)' and/or 'The Existing Member(s)' of 'The Society' and/or 'The Society'.

P. BINDING EFFECT OF AGREEMENT

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

Q. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 'THE ALLOTTEE(S)/THE PURCHASER(S)' / SUBSEQUENT ALLOTTEES

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 redevelopment Project shall equally be applicable to and enforceable against any subsequent 'The Allottee(s)/The Purchaser(s)' of proposed 'New Flat(s)', in case of a transfer, as the said obligations go along with the proposed 'New Flat(s)' for all intents and purposes.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/ 'The Purchasers'	'The Allottee(s)'/ 'The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

R. SEVERABILITY

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

S. METHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that 'The Allottee(s)/The Purchaser(s)' has to make any payment, in common with other 'The Allottee(s)/The Purchaser(s)' in the redevelopment Project, then, in the case of 'The Allottee(s)/The Purchaser(s)' of proposed 'New Flat(s)' the same shall be in proportion to the carpet area of the proposed 'New Flat(s)' to the total carpet area of all the proposed 'New Flat(s)' in the redevelopment Project.

T. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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.

U. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said proposed 'New Flat(s)'/Plot/Building, as the case may be.

V. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

W. TERMINATION OF AGREEMENT

1. That in case of delay in payment/s and/or fault of and/or breach of terms by 'The Allottee(s)/The Purchaser(s)' and the same being tolerated and/or negligence shown by 'The Promoter(s)/The Developer(s)', in enforcing the terms of this agreement and/or any forbearance and/or having given time by 'The Promoter(s)/The Developer(s)' to 'The Allottee(s)/The Purchaser(s)', such gestures or time allowance shall not be construed as a waiver on the part of 'The Promoter(s)/The Developer(s)' for any breach and/or non-compliance of any of the terms and conditions of this agreement by 'The Allottee(s)/The Purchaser(s)', nor shall the same in any manner prejudice the rights of 'The Promoter(s)/The Developer(s)'.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/The Purchasers'	'The Allottee(s)'/The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

2. In the event of the termination of this agreement, at the option of 'The Promoter(s)/The Developer(s)' for aforesaid reason, then any amount which is found to be refundable shall be refunded to 'The Allottee(s)/The Purchaser(s)' or statutory authority by 'The Promoter(s)/The Developer(s)' subject to any terms and conditions of any order issued by any of the statutory authorities or agency. The amounts as mutually agreed towards liquidated damages such as the earnest money deposit, interest charges, delay payment charges, either paid/accrued/due/payable, any other amount of non-refundable nature, shall be retained by 'The Promoter(s)/The Developer(s)'.
3. It is expressly agreed that upon such termination by 'The Promoter(s)/The Developer(s)', 'The Allottee(s)/The Purchaser(s)' shall have no rights, title, interests, demand/s, claim/s or lien over the said proposed 'New Flat(s)' and the car parking space/slot, if any, in any manner, whatsoever.
4. Without prejudice to the right of 'The Promoter(s)/The Developer(s)' to charge interest and any other rights and remedies available to 'The Promoter(s)/The Developer(s)', either **(a)** on 'The Allottee(s)/The Purchaser(s)' committing default in payment on due date of any amount due and payable by 'The Allottee(s)/The Purchaser(s)' to 'The Promoter(s)/The Developer(s)' under this agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or **(b)** 'The Allottee(s)/The Purchaser(s)' committing three defaults of payment of instalments of the consideration, 'The Promoter(s)/The Developer(s)' shall be entitled to at its own option and discretion to terminate this agreement, without any reference or recourse to the 'The Allottee(s)/The Purchaser(s)' of proposed 'New Flat(s)'. Provided that, 'The Promoter(s)/The Developer(s)' shall give notice of 15 (fifteen) days in writing to 'The Allottee(s)/The Purchaser(s)' of proposed 'New Flat(s)', being a "Default Notice", by courier / e-mail / registered post A.D. at the address provided by 'The Allottee(s)/The Purchaser(s)' informing the intention of 'The Promoter(s)/The Developer(s)'s to terminate this agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the 'The Allottee(s)/The Purchaser(s)' fails to rectify the breach or breaches mentioned by 'The Promoter(s)/The Developer(s)' 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(s)/The Developer(s)' shall be entitled to terminate this 'Agreement for Sale' by issuance of a written notice to 'The Allottee(s)/The Purchaser(s)' hereinafter referred to as "Termination Notice", by courier/e-mail/Registered A. D. post at the address provided by 'The Allottee(s)/The Purchaser(s)' and further on the delivery of "Termination Notice" to 'The Allottee(s)/The Purchaser(s)', this agreement shall stand terminated and cancelled.
5. Provided always that the power of termination hereinafter contained shall not be exercised by 'The Promoter(s)/The Developer(s)' unless and until 'The Promoter(s)/The Developer(s)' has given to 'The Allottee(s)/The Purchaser(s)' 15 (Fifteen) days prior notice in writing of his intention to terminate this agreement or such further period as may be granted by 'The Promoter(s)/The Developer(s)' (at its discretion) to 'The Allottee(s)/The Purchaser(s)' for rectifying his/her/their default and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the agreement and default shall have been made by 'The Allottee(s)/The Purchaser(s)' in remedying such breach or breaches within 15 (Fifteen) days after receiving of such notice.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/The Purchasers'	'The Allottee(s)'/The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

X. CONSEQUENCES OF TERMINATION OF AGREEMENT

- Upon termination of this agreement as stated above, without prejudice to the other rights and remedies of 'The Promoter(s)/The Developer(s)' in law and under this agreement, the rights (if any) of 'The Allottee(s)/The Purchaser(s)' under this agreement and/or in respect of proposed 'New Flat(s)' shall automatically and immediately stand extinguished and terminated without any further act, deed, matter or thing or execution of any document(s). Further, 'The Promoter(s)/The Developer(s)' shall be entitled to ; **(i)** Deal with and/or resell and/or dispose of the said proposed 'New Flat(s)' and/or the 'Car Parking Space/Slot' in the manner as 'The Promoter(s)/The Developer(s)' may deem fit and proper, without any consent, reference or recourse to 'The Allottee(s)/The Purchaser(s)' **(ii)** 'The Promoter(s)/The Developer(s)' shall be entitled to forfeit 20 % Amount from/of the total consideration received as pre-estimated liquidated damages to be paid by 'The Allottee(s)/The Purchaser(s)' to 'The Promoter(s)/The Developer(s)' along with applicable taxes thereon, **(iii)** Applicable taxes including Goods and Services Tax (G.S.T.), Service tax, V.A.T., brokerage expenses any other expenses and all other taxes paid or payable on this agreement as well as on the cancellation agreement, **(iv)** Any other amount and/or interest payable by 'The Allottee(s)/The Purchaser(s)' to 'The Promoter(s)/The Developer(s)' in terms of this agreement from the dates of default in payment till the date of termination as aforesaid; **(v)** The actual loss incurred by 'The Promoter(s)/The Developer(s)' on the resale and/or disposal of proposed 'New Flat(s)' to third party and **(vi)** Pre-EMI interest to the Financial Institution (if any) paid by 'The Promoter(s)/The Developer(s)' on behalf of 'The Allottee(s)/The Purchaser(s)' and thereupon to refund to 'The Allottee(s)/The Purchaser(s)' the balance amount (if any) which till the date of termination has been paid by 'The Allottee(s)/The Purchaser(s)' to 'The Promoter(s)/The Developer(s)'.
- That 'The Allottee(s)'/The Purchaser(s)' has understood and agreed the consequences of Termination of Agreement and further agreed that he/she/they shall not raise any objection/s or claim/s for the same in any manner whatsoever. 'The Promoter(s)/The Developer(s)' shall, after deduction of the aforesaid amount, refund the balance amount of the consideration to 'The Allottee(s)'/The Purchaser(s)', however, subject to the execution of the necessary deeds, document and writings, if any, required by 'The Promoter(s)/The Developer(s)' from the 'The Allottee(s)'/The Purchaser(s)' in respect of such cancellation. Upon the termination of this agreement, 'The Allottee(s)'/The Purchaser(s)' shall have no claim of any nature whatsoever on 'The Promoter(s)/The Developer(s)' and/or proposed 'New Flat(s)' and/or the Car Parking Space, further 'The Promoter(s)/The Developer(s)' shall be entitled to deal with and/or dispose off proposed 'New Flat(s)' and/or Car Parking Space to any other person(s) at such terms and conditions in the manner 'The Promoter(s)/The Developer(s)' deems fit and proper.
- That in case of non-payment/s and/or delayed payment/s and/or non-compliance/s of the agreed payment/s terms and/or breach of any other terms and conditions, by 'The Allottee(s)/The Purchaser(s)', as agreed herein, including payment of interest/s and delay payment charges, if any, then at the sole discretion of 'The Promoter(s)/The Developer(s)' this agreement shall be cancelled and the amount so far received from 'The Allottee(s)/The Purchaser(s)' shall be refunded after deducting **(i)** The Earnest Money, **(ii)** Installment(s) paid **(iii)** Interest charges **(iv)** Delay payment charges, etc.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/The Purchasers'	'The Allottee(s)'/The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

Y. DISPUTE RESOLUTION

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

Z. ARBITRATION

It is further agreed and declared that any dispute/s, difference/s which if, may arise between the parties hereto or between either of the parties and the representatives of the other party or between their or any of their representatives, touching, pertaining, affecting, concerning and/or relating to the terms of this agreement and/or the existence, construction/s, validity and/or meaning of these presents and/or the rights and/or the liabilities of the parties hereto and/or their representatives under these presents and/or otherwise relating to the development of proposed 'New Flat(s)' and/or the proposed project and if 'The Promoter(s)/The Developer(s)' finds it appropriate then, at his sole discretion and decision, free will, wish and desire, all/any such dispute/s, difference/s shall be referred to the sole arbitration of such arbitrator as may be mutually decided and appointed by the parties hereto. The arbitration shall be under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment for the time being in force. Place of arbitration shall be at Mumbai, language of arbitration shall be English and arbitrator shall be from Mumbai.

AA. GOVERNING LAW

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

BB. EXECUTION OF AGREEMENT

'The Allottee(s)/The Purchaser(s)' and/or 'The Promoter(s)/The Developer(s)' shall present this Agreement at the proper registration office within the time limit prescribed under the Registration Act and 'The Promoter(s)/The Developer(s)' will attend such office and admit execution thereof. The execution of this Agreement shall be complete only upon its execution by 'The Promoter(s)/The Developer(s)' through its authorized signatory at the Office of 'The Promoter(s)/The Developer(s)', or at some other place, which may be mutually agreed between 'The Promoter(s)/The Developer(s)' and 'The Allottee(s)/The Purchaser(s)'. After the Agreement is duly executed by 'The Allottee(s)/The Purchaser(s)' and 'The Promoter(s)/The Developer(s)' the said Agreement shall be registered at the office of the Sub-Registrar.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/ 'The Purchasers'	'The Allottee(s)'/ 'The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)/The Developer(s)'

FIRST SCHEDULE**DESCRIPTION OF PLOT/PROPERTY**

All that piece or parcel of Plot/Property/Land of 'Building No. 175' of 'Suvarna Rekha Co-op. Hsg. Soc. Ltd.', admeasuring as per the "Demarcation of Plot" issued by MHADA, as detailed below ;

C.T.S. NO.	5684 [Pt]	'FINAL PLOT' NO.	320 [Pt]
SURVEY NO.	236 – A	VILLAGE	Ghatkopar - Kirol
T.P. SCHEME	III		
ADDRESS	Junction of Shree Gurudatta Mandir Marg and existing 12.20 Mtr wide road, Pantnagar, M.H.A.D.A. layout, Ghatkopar (East), 'N' –Ward, Kurla Taluka, Mumbai Suburban Division, Mumbai – 400075.		

Bounded As Follows ;

On or towards the North by	12.20 Mtr. wide existing road
On or towards the South by	'Building No. 173' & 'Building No. 174'
On or towards the East by	12.20 Mtr. wide existing road (Shree Gurudatta Mandir Marg)
On or towards the West by	9.15 Mtr. wide existing road

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SECOND SCHEDULE

PAYMENT INSTALMENT SCHEDULE

The amounts mentioned hereunder are excluding the applicable Goods and Services Tax (GST) (State GST and Central GST) and other taxes to be paid by 'The Allottee(s)/The Purchaser(s)' to 'The Promoter(s)/The Developer(s)' on execution of the '**Agreement(s) for Sale**'. All payments to be made within 10 days from the date of issuance of intimation for instalment due.

STAGE OF WORK	Percentage (Approx.) %	Amount (Rupees)	Amount in words
Earnest Money Deposit			
Agreement for Sale			'The Allottee(s)' / 'The Flat Purchaser(s)' shall also pay applicable Goods and Services Tax (Central G.S.T. and State G.S.T.).
ON COMPLETION OF			
On Completion of Plinth			
On Completion of 5TH Slab			
On Completion of 10TH Slab			
On Completion of 15TH Slab			
On Completion of Overhead Tank			
On Completion of External Plaster			
On Completion of External Paint			
On 'Handing Over Possession of Flat'			
Total			

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/ 'The Purchasers'	'The Allottee(s)'/ 'The Purchasers'	AVVAD REALCON L.L.P.
		'The Promoter(s)'/ 'The Developer(s)'

THIRD SCHEDULE

LIST OF AMENITIES

1. Air Condition Units and Pelmates in Living room and Bedrooms.
2. False Ceilings in Living room, Bedrooms, Bathrooms and Kitchen.
3. Exclusive White Window Frames.
4. Designer thick Maindoor and Bedroom Doors.
5. Designer Bathrooms with unique cupboards.
6. LED Lights and Fans in Living room, Bedrooms and Kitchen.
7. PGVT/Vitrified Flooring in Living room, Bedrooms, Bathrooms and Kitchen.
8. All walls to be well plastered and then exclusive POP work to be done.
9. Anodized Sliding Windows with M. S. Grills.
10. Bathroom fittings from Kohler or equivalent.
11. Unique Designer Kitchen Platforms.
12. Switches from Legrand or equivalent.

xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/ 'The Purchasers'	'The Allottee(s)'/ 'The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)'/ 'The Developer(s)'

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xxxxxxx	xxxxxxxxxx	Mr. Suresh M. Shah (Partner)
'The Allottee(s)'/ 'The Purchasers'	'The Allottee(s)'/ 'The Purchasers'	AVVAD REALCON L.L.P. 'The Promoter(s)'/ 'The Developer(s)'