

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Mumbai this _____ day of _____ 202_____ BETWEEN **M/S. LAKSHMI BUILDERS AND DEVELOPER** (Pan No.AABFL4973E), a Partnership Firm registered under Indian Partnership Act, 1932, having Corporate Office at Savgan Heights, 101-A Wing, Near Ambedkar Hall, RTO Lane, Andheri (West), Mumbai-400053, through its Partner **MR. RAJESH G. DOSHI** hereinafter referred to as “ THE PROMOTER“ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the present Partners, the Partners for the time being, the survivor or survivors of them and the heirs and legal representatives of such last survivor) of the One Part.

AND

_____ (Pan No._____) aged _____years an Adults Indian Inhabitant of Mumbai, having his address for the purpose of these presents at _____Mumbai 400 0_____, hereinafter referred to as “**Allotee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (his/her/their heirs, executors, administrators and permitted assigns of the **SECOND PART**.

And the Allottee is hereinafter collectively referred to as “**the Parties**” and individually as “**Party**”.

WHEREAS

A. VILE PARLE GAUTAM CO-OPERATIVE HOUSING SOCIETY

LIMITED (Pan No.AAAAY2665H) a Tenant co-Partnership Society registered under the Maharashtra Co-operative Housing Societies Act, 1961 bearing Registration No. BOM/HSG/5569 dated 23.08.1978 having its Registered Office at 42, Mahant Road, Vile Parle (East), Mumbai-400 057, hereinafter called ‘the Society’ is Owner of and seized & possessed of or otherwise well sufficiently entitled to a piece or parcel of land with the building structures, outhouses standing thereon at Vile Parle (East) in the Registration District and Sub-District of Mumbai and Mumbai Suburban District and bearing Final Plot No.19, in the Vile Parle Town Planning Scheme II adm.780.10 sq.mtrs and corresponding to CTS No. 918, 918/1 admeasuring in aggregate to 893.10 sq.mtrs. Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District as per records and situate, lying and being at Mahant Road, Vile Parle (East), alongwith structures, tenements, outhouses standing thereon in the registration District and Sub-District of Mumbai City and Mumbai Suburban being the Property more particularly described in the First Schedule hereunder written (hereinafter referred to as “the said property”);

B. The Society having followed all the steps laid down under sec.79/A of Maharashtra Co-op. Society’s Act, the Society granted Development rights to the Developers with full intimation, knowledge, consent and confirmation of the members and occupants, tenants to develop the entire Property upon terms and conditions as contained in the said Development Agreement dated 30th June 2022 registered under Serial No.BDR-18/11524/2022 (a copy of Index II is annexed hereto and marked as “ **Annexure-I**” and also executed Power of Attorney in favour of Developers herein authorizing to demolish the existing building, construct new building by utilizing entire FSI including setback benefits, fungible FSI and TDR permissible to be consumed on the said property and to provide the members/occupants premises in lieu of their existing premises plus additional area and to deal with and dispose off the balance premises to prospective Allottee on the terms and conditions contained therein.

C. The Promoter is undertaking the development of the said Property by constructing one composite building thereon named “**LAKSHMI SOLITAIRE**” in accordance with the terms and conditions of sanctions and approvals obtained/being obtained in relation to the same. The Promoters are

undertaking the redevelopment of the said building in a phase wise manner and in accordance to approvals from Brihanmumbai Municipal Corporation (BMC).

- D. The redevelopment of the said Building named “**LAKSHMI SOLITAIRE**” on the said Property of Vile Parle Gautam Cooperative Housing Society Ltd., is proposed as a “**Real Estate Project**” by the Promoters and has been registered as a “Real Estate Project ”(as defined above as the said Project) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued the Certificate of Registration No.(_____) dated _____] for the Project (“**RERA Certificate**”). A copy of the RERA Certificate is annexed hereto and marked as **Annexure “II”** hereto. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her Advocates and Planning and Architectural consultants. The Allottee/s has agreed and consented to the development of the Real Estate Project. The Allottee/s has also examined all the documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- E. The Promoter after obtaining all necessary permissions got the plan for development sanctioned from the authorities of the Brihanmumbai Municipal Corporation (BMC) obtained necessary permission for the proposed building on the said property described in the First schedule hereunder written.
- AA. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:
- (i) The said Building at present comprises of a single composite building.
 - (ii) The said Building *inter alia* comprises of Ground shop/Bank premises, basement for parking, 1st to 5th floor Residential and Commercial Apartments/premises upper levels as per present approval of plans.

- (iii) The said Building shall comprise of units/premises consisting of commercial premises, multipurpose rooms, residential apartments, flat/s, duplexes.
- (iv) Total basic FSI of 2147.50 square meters has been sanctioned for consumption in the construction and development of the said Project. The Developer proposes to eventually consume a further FSI including Fungible FSI of 169.10 square meters aggregating to total FSI of 2316.60 square meters in the construction and development of the said Real Estate Project;
- (v) The Promoter is desirous of constructing additional flats and premises as permitted by DCPR 2034 and as approved by Brihanmumbai Municipal Corporation (BMC) consuming entire available FSI.
- (vi) The common areas, facilities and amenities in the said Real Estate Project that may be usable by the Allottee and are listed in the **Fourth Schedule** hereunder written ("**Real Estate Project Amenities**").
- (vii) The Promoters shall be entitled to put hoarding/boards/logo of their Brand Name viz. "**LAKSHMI SOLITAIRE**" a project by **LAKSHMI BUILDERS & DEVELOPER** in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoters shall also be entitled to place, select, decide hoarding/board sites.
- (viii) The details of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clauses 10 and 11 herein.
- (ix) The said building plans are duly approved by Brihanmumbai Municipal Corporation (BMC) the designated planning authority. A copy of the Intimation of Disapproval No. _____ dated _____ further amended on _____ and _____ is annexed and marked hereto as **Annexure "IV"** & Commencement Certificate No. _____ dated _____ is annexed and marked as **Annexure "V"** respectively.
- (x) The Promoter would be entitled to aggregate any contiguous land parcel/Property with the development of the said building, as provided under the Provision to Rule 4(4) of the RERA Rules.
- (xi) The Promoter is entitled to amend, modify and/or substitute the Proposed Plan, in full or in part, as may be required by the applicable law from time to time.

The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- BB. The Promoters are entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said building (defined below), in full or in part, as may be required by the applicable laws from time to time.
- CC. The Allottee is desirous of purchasing a residential Flat/ multipurpose room/commercial premises bearing no _____ on the _____ floor in the Real Estate Project (hereinafter referred to as the "**said Premises**") has approached the Promoter and paid an advance of Rs. _____/- (Rupees _____ Only) (inclusive of TDS @ 1%) (details as per RECEIPT annexed to this agreement), and requested to allot them the said Premises in the said Building "**LAKSHMI SOLITAIRE**" more particularly described in the **Second Schedule** hereunder written.

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-

- DD. The Promoter have entered into 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.
- EE. The Promoters have appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Real Estate Project.
- FF. The Promoters (as per the terms of the Development Agreement and the Project Agreement) have the exclusive right to sell/lease/allot, deal with and dispose off their respective units/premises to be constructed on the said Property to various Allottee.
- GG. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter and, to enter into this Agreement with the Allottee of the Premises to receive the sale consideration in respect thereof.
- HH. On demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the Property, and the plans, designs and specifications prepared by the Promoter's Architects (specified in Third Schedule hereunder), and of such other documents as are specified

under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:-

- (i) Intimation of Disapproval granted under File No._____ dated _____ further amended on _____ and _____ and an amended plan approved by Brihanmumbai Municipal Corporation under reference no._____ dated _____& Commencement Certificate No._____ dated _____ issued by the Brihanmumbai Municipal Corporation (BMC)
 - (ii) Letter dated _____ issued by Mumbai Fire Brigade, MCGM, and amended on _____ whereby Mumbai Fire Brigade MCGM has accorded its NOC for the free sale buildings, in the manner and on the terms and conditions as setout therein.
 - (iii) Letter ref. no._____ dated _____ issued by Airport Authority of India, whereby Airport Authority of India has accorded its NOC for height clearance and valid upto 12th January 2031.
 - (iv) All the other approvals and sanctions of all the relevant authorities for the development of the said Real Estate Project.
 - (v) All the documents of title relating to the said Property including the said the Development Agreement, and all other documents mentioned in the recitals hereinabove.
 - (vi) The authenticated copies Property Register Cards with respect to the Property, which are annexed and marked as **Annexure “VI”** hereto.
 - (vii) The authenticated copy of the sanctioned plan of the Premises, is annexed and marked as **Annexure “VII”** hereto.
 - (viii) Copy of the Title Certificate of the Advocates and Solicitor certifying the right/entitlement of the Promoters are annexed hereto and marked as **Annexure “VIII”** hereto (“**the said Title Certificate**”).
- II. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Real Estate Project and upon due observance and performance of which only, the Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- JJ. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained/being obtained, (ii) all the requisite permissions required for applying for and obtaining a further commencement certificate with respect to the balance FSI to be utilized the said Building shall be applied for and obtained by the

Promoters, and (iii) approvals and sanctions from other relevant statutory authorities the details whereof are applied for and/or in process of being obtained by the Promoter.

- KK. The Promoters have accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- LL. The carpet area of the said Premises as defined under the provisions of RERA, is _____ square meters equivalent to (_____) square feet.
- MM. 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.
- NN. The Allottee has, prior to the date hereof, examined all the deeds, documents approvals including those setout above and has caused the same to be examined in detail by her Advocates and Planning and Architectural consultants and has also understood the documents and information in all respects. The Allottee has agreed and consented to the development of the Real Estate Project.
- OO. The Promoter has agreed to sell to the Allottee and the Allottee have agreed to purchase and acquire from the Promoter the said Premises for a price of Rs._____/ - (Rupees _____ Only) and upon the terms and conditions mentioned in this Agreement (“**Sale Consideration**”). Prior to the execution of these presents, the Allottee have paid to the Promoter a sum of Rs._____/ - (Rupees _____ Only), being part payment on allotment and of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter hereby admit and acknowledge).
- PP. Under Section 13 of the RERA, the Promoters are required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- QQ. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoters hereby agree to sell and the Allottee hereby agree to purchase and acquire, the Flat bearing no._____ on the _____ floor in the proposed building to be known as “**LAKSHMI SOLITAIRE**” to be constructed on the said property of Vile Parle Gautam Co-operative Housing Society Ltd., described in Schedule “herein under written for brevity’s referred to as the said flat premises upon and subject to terms & conditions hereinafter provided).
- RR. The list of Annexures attached to this Agreement are as follows:

Annexure “I”	:	Index II of the Development Agreement
Annexure “II”	:	Copy of RERA Certificate.
Annexure “III”	:	Floor Plan of the Premises allotted
Annexure “IV”	:	Copy of the Intimation of Approval.
Annexure “V”	:	Copy of the Commencement Certificate.
Annexure “VI”	:	Property Register Cards of the said Property.
Annexure “VII”	:	Sanctioned Plan of the said premises
Annexure “VIII	:	Copy of the said Title Certificate

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being the said composite Building known as “**LAKSHMI SOLITAIRE**” consisting of basement parking, ground floor Bank/Shop, multipurpose rooms, commercial and residential premises on upper floors in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the Brihanmumbai Municipal Corporation (BMC) from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written.

PROVIDED THAT the Promoter shall have to obtain prior approval in writing of the Allottee in respect of any variations or modifications which may adversely affect the Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

3. **Purchase of the Premises and Sale Consideration:**
 - a. The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the Flat No._____ admeasuring _____ square meters equivalent to _____square feet carpet area as per RERA on the _____ floor in the Building “**LAKSHMI SOLITAIRE**” i.e. the Premises at FP No.19, TPS II, Mahant Road, Vile Parle (East), Mumbai 400057 as more particularly described in the **Second Schedule** and as shown hatched with red colour on the floor plan annexed and marked **Annexure “III”** hereto, at and for the consideration of Rs._____/ - (Rupees _____ Only) (“**the Sale Consideration**”). The said Premises contain any amenities within it as set out in the **Fourth Schedule** hereto.

- b. The Allottee hereby agrees to pay to that Promoter the Sale Consideration as per normal terms of payment as under:

No	Particulars	Percent	(Rupees)
	Booking/ Execution/Registration of		

1.	Agreement	10	
2.	On completion of Piling	7	
3.	On completion of Basement	7	
4.	On completion of Plinth	7	
	i) On completion of 1 st Slab	6	
	ii) On completion of 2 nd slab	6	
	iii) On completion of 03 rd slab	6	
	iv) On completion of 04 th slab	6	
	v) On completion of 05 th slab	6	
	vi) On completion of Top/Terrace slab	6	
5	Completion of Brickwork & Internal Plaster	7	
6	Completion of External Plaster	6	
7	Completion of Floorings, Internal plumbing.	7	
8	Completion of the lifts water pumps, Electrical Fittings & Sanitary Fittings	6	
9	(Fit outs) Possession/Occupation Certificate	7	
	TOTAL	100	

- (c) The Allottee has already paid a sum of Rs. _____/- (Rupees _____ Only) being Earnest Money/Part consideration on or before execution of these presents.

(The payment and receipt whereof the Developers do hereby admit and acknowledge and is inclusive of TDS @ 1% paid/deposited with the Government/Income Tax Department).

The Allottee shall pay a sum of Rs. _____/- (Rupees _____ Only) by availing Housing Loan from Bank or any other Housing Finance Company payable directly as per due installments mentioned herein above on completion of respective phase wise construction. In the event of shortfall in availing Housing Finance Loan, the Allottee will pay the difference, without any delay.

- (d) In the case of advance payment received, discount has been deducted from consideration, as mutually agreed and consideration mentioned in the agreement is net consideration.
- (e) The Promoter shall issue a notice to the Allottee intimating the Allottee about the stage-wise completion of the said Building as detailed in the Clause 3(b) above (the payment at each stage is individually referred to as “**the Installment**” and collectively referred to as (“**the Installments**”). The payment shall be made by the Allottee within 7(seven) days of the Promoter making a demand for the payment of the Installment, time being the essence of the contract.
- (f) The payment by the Allottee in accordance with the Clause 3(b) is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Promoter has agreed to allot and sell the said Premises to

the Allottee at the Sale Consideration inter-alia because of the Allottee having agreed to pay the Sale Consideration in the manner more particularly detailed in the Clause 3(b) hereunder written. All the installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee simultaneously on the execution of this Agreement.

- (g) The Sale Consideration excludes other charges and taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
- (h) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation/demand published /issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (i) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the Building Completion Certificate is granted Brihanmumbai Municipal Corporation (BMC) by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total sale consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area above the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to

taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3(h), shall be made at the same rate per square meter as agreed in Clause 3(a) above and 3(i) herein below.

- (j) The Allottee authorizes the Promoter to adjust /appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object /demand/direct the Promoter to adjust his payments in any manner.
- (k) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and other Allottee of the Real Estate Project are listed in the **Third Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Fourth Schedule** hereunder written.
- (l) The Promoter has agreed to sell to the Allottee and the Allottee have agreed to acquire from the Promoter the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee to the Promoter is agreed on the basis of the carpet area of the said Premises. The Sale Consideration is only in respect of the said Premises and the Promoter has neither charged nor recovered from the Allottee any price or consideration for the Additional Areas and the common areas and that the Additional Areas and the common areas shall be allowed to be used free of cost, without any price or consideration.
- (m) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Brihanmumbai Municipal Corporation (BMC) at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from BMC, the Building Completion Certificate in respect of the said Premises.
- (n) Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Building Completion Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written.
Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and other dues payable by her and meeting, complying with and fulfilling all its other obligations under this Agreement.

- (o) All payments shall be made by way of demand drafts/ pay orders/account payee Cheques/RTGS/ECS NEFT any other instrument drawn in favour of/to the account of the Promoter set out in the **Second Schedule** hereunder written. In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the said Premises, the Allottee undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts due and payable to the Promoter through an account payee Cheque/Demand Draft/PayOrder/RTGS transfer drawn in favour of/to the account of the Promoter more particularly mentioned in the **Second Schedule** hereunder written. Any payments made in favour of/to any other account other than as mentioned in the **Second Schedule** shall not be treated as payment towards the said Premises. The Allottee shall satisfy the Promoter either through its banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each installment of the Sale Consideration. The Promoter shall be entitled to change the account (as set out in the **Second Schedule**) by giving a written notice to the Allottee to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee and/or the aforesaid Financial Institution in such new account.
- (p) The Allottee is aware that the Allottee is required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee shall comply with the same.
- (q) The Allottee agrees and confirms that in the event of delay/default in making payment of the GST, TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee and the Allottee shall forthwith pay the balance amount due and payable by the Allottee to the Promoter.
- (r) Notwithstanding anything contained herein, the Allottee each payment made by the Allottee shall be allocated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee towards the payment of any installments of the Sale Consideration or any amount that may be owed by the Allottee to the Promoter.
4. **FSI, TDR, Additional Buildable Area and development potentiality with respect to the said Building on the Property including Proposed Plan:**
- (a) The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of

the full development potential) in the manner more particularly detailed at Recital AA above and as depicted in the layout plans, proforma's and specifications at **Annexure "III"** hereto and Allottee have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

5. Possession Date, Delays and Termination:

- (a) The Promoter shall give possession of the Premises to the Allottee on or before _____ as per date of RERA ("**Possession Date**"). Provided however, the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all any force majeure events such as ;
 - (i) War, civil commotion or act of God;
 - (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (b) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 5(a), then the Allottee shall be entitled to either of the following:
 - (i) call upon the Promoter by giving a written notice by Courier/ E-mail/Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee; **OR**
 - (ii) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier/E-mail/Registered Post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or

dispose off the said Premises and/or the car park in the manner it deems fit and proper.

- (c) In case if the Allottee elects her remedy under Clause 5(b)(i) above then in such a case the Allottee shall not subsequently be entitled to the remedy under Clause 5(b)(ii) above and vice versa.
- (d) If the Allottee fails to make any payments on the stipulated dates and time as required under this Agreement, then, the Allottee shall pay to the Promoter interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (**"Interest Rate"**), on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (e) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 5(d) above, and any other rights and remedies available to the Promoter, any of the following events shall constitute an event of default of the Allottee (**"Events of Default"**):
 - (i) on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including but not limited to her proportionate share of taxes levied by concerned local authority and other outgoings);
 - (ii) the Allottee committing three defaults of payment of installments of the Sale Consideration,
- (f) Upon occurrence of an Event of Default, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee; Provided that, the Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee (**"Default Notice"**), by Courier/E-mail/Registered Post A.D. at the address provided by the Allottee; of its intention to terminate this Agreement with details of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.
- (g) If the Allottee fails to rectify the breach or breaches mentioned by the Promoter 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 shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee (**"Promoter Termination Notice"**), by Courier/E-mail/Registered Post A.D. at the address provided by the Allottee; On the receipt of the Promoter Termination Notice by the Allottee; this Agreement shall stand terminated and cancelled.
- (h) On the termination and cancellation of this Agreement in the manner as stated in Clause 5(f) above:
 - (i) The Promoter will be entitled to forfeit the following amounts (**"Forfeiture Amount"**) as cancellation charges which the Allottee agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of damages that will

be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty:

a. an amount equivalent to 5% (Five per cent) of the Sale Consideration together with applicable taxes thereon;

or

b. in case of any brokerage being paid with respect to the booking or allotment of the said Premises, an amount equivalent to 6% (Six per cent) of the Sale Consideration together with applicable taxes thereon.

(ii) The Promoter will refund the balance, if any, without interest only after deducting and/or adjusting from the balance amounts, GST and/or any other amount due and payable by the Allottee and/or paid by the Promoter in respect of the Sale Consideration.

(iii) The Allottee shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Premises or the Aggregate Areas or any part thereof or the common areas and facilities and limited common areas and every part thereof and the Promoter shall be entitled to deal with and dispose of same to any other person/s as the Promoter deems fit in its sole and absolute discretion without any further act or consent from the Allottee and/or any notice or reference to the Allottee.

6. Procedure for taking Possession:

(a) Upon obtainment of the Occupancy Certificate from the BMC and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Building Completion Certificate (BCC) of the Real Estate Project.

(b) The Allottee shall take possession of the said Premises within 15 days of the Possession Notice.

(c) Upon receiving the Possession Notice from the Promoter as per Clause 6(a) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided in Clause 6(b) above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.

- (d) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay her proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by BMC or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional monthly contribution at actuals directly to the Society per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Transfer is duly executed and registered. On execution of the Society Transfer, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.
7. If within a period of 5 (Five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other Allottees and normal wear & tear, proper due servicing & maintenance in the Real Estate Project. If the building or any part thereof gets destroyed and/or damaged on account of any act of God, such as enemy war or other causes beyond the control of the Promoter, such losses incurred to the structures will be fully sustained by the Allottee along with the other Allottee and Promoter shall not be responsible for such losses.
8. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence only.
9. **Facility Manager.**
- (a) The Promoter has the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the Property/the said Building, such decision shall be final and binding. Subject to the provisions of the Clause 9(c) below, the Society shall be entitled to undertake the maintenance of the Property/ the said

Building or any part thereof in the manner it was handed over save and except normal wear and tear thereof. The Promoter may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and/or the Property and the Allottees hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

- (b) The Promoter shall have the right to designate any space on the Property and/or the said Building or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Building. The Promoter shall also be entitled to designate any space on the Property and/or in the terrace of the said Building to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building and/or in any other buildings.
- (c) Notwithstanding any other provision of this Agreement, the Promoter has right to and shall be entitled to nominate any person (“**Facility Manager**”) to manage the operation and maintenance of the said Building, common amenities and facilities on the Property after the completion of the development of the Property. The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/Allottee occupiers of the premises in the manner as may be determined by the Facility Manager and/or the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary and the Allottee agrees that it shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards the maintenance charges determined by such agency and/or the Promoter. It is agreed and understood by the Allottee that the cost of maintenance of the said Building shall be borne and paid by the Allottee of the units/ premises in the said Building alone;
- (d) The Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager, including without limitation, payment of the Allottee share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Property and/or the said Building constructed thereon.

10. Membership of the Society:

- (a) The Allottee along with other Allottee of Apartments in the building shall join the said society as it's bonafide member in terms of said Development Agreement and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a

member, including the bye-laws of the Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter/Society to the Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- (b) The Ownership of the said property after due performance of the Development Agreement and after the Promoter avails all its entitlements and benefits under the said Development Agreement, shall be deemed to be vested with the said Society in terms of their Original Agreement Vile Parle Gautam Co-op. Housing Society Ltd
- (c) The Society shall admit all purchasers of flats and premises in the said Building as members, in accordance with its bye-laws.
- (d) The Promoters shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.
- (e) Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision, due servicing & maintenance of the said building & all amenities, facilities provided by the Promoters of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things including as may be required in this regard.
- (f) The cost, charges, expenses, levies, fees, taxes, duties, with respect to the Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the respective member/intended member including the Allottee, as the case may be, and the Promoters shall not be liable toward the same.

11. Transfer to the Society:

- (a) Upon completion of entire development & obtaining of the occupation certificate the said Building along with the common areas, facilities and amenities described in the **Third Schedule** hereunder written shall be deemed to be vested to the Society vide Development Agreement dated 30th June 2022 in accordance with the applicable law.
- (b) The costs, expenses, charges, levies and taxes on the Society Transfer including stamp duty and registration charges if any shall be borne and paid by the Society alone. The Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoters shall not be responsible for the same.

12. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 6 above, deposit the following amounts with the Promoter:

- (a) Rs.1,600/- (Rupees One Thousand Six Hundred Only) for share money, application and entrance fee of the Society & a sum of Rs._____/-(Rupees _____ Only) towards members Deposit/Corpus to “Vile Parle Gautam Co-op. Housing Society Ltd”., to be paid directly to the Society.
- (b) At actuals to the society directly for proportionate share of taxes and other charges/levies in respect of the Society;
- (c) At actuals to the society for deposit towards provisional monthly contribution towards outgoings of Society;
- (d) Rs_____/-(Rupees _____ Only) for prorata development charges, incidental expenses, deposit towards water, electricity, and other utility and services connection charges; and for deposits of electrical receiving and sub-station provided/to be provided in layout of the said Property.

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter save and except for amount received under Clause 12(c) above. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allottee as and when required.

13. The Promoters have informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Property. The Promoters have further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other purchasers of flats/units/premises in the Real Estate Project and/or the Property, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the Allottee of flats/units/premises in the Real Estate Project shall object to the Promoters laying through or under or over the said Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Property.

14. **Representations and Warranties of the Promoters:**

- (a) The Promoters hereby severally represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, the Proposed Plan and subject to the RERA Certificate:
 - (i) The Promoters have clear and marketable title and has the requisite rights to carry out development upon the said Property (as setout above) and also has actual, physical and legal possession of the said Property for the implementation of the Real Estate Project (as setout above);
 - (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
 - (iii) There are no encumbrances upon the Real Estate Project save and except those disclosed to the Allottee.
 - (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project save and except those disclosed to the Allottee;
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project, shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
 - (vi) The Promoters have 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 created herein, may prejudicially be affected;
 - (vii) The Promoters have 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 Free Property and/or the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
 - (viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the Society Transfer, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Third Schedule** hereunder written to the Society;
 - (x) The Promoters have 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 Real Estate Project to the competent Authorities

till the Society Transfer and thereupon shall be proportionately borne by the Society;

- (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 Property) has been received or served upon the Promoters in respect of the Property and/or the Project except those disclosed to the Allottee.

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

- (a) To maintain the said Premises at the Allottee own cost in good and tenable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoters.
- (b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is 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 in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee 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.
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is

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

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Free Sale Property and/or the Real Estate Project in which the said Premises is situated.
- (g) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- (h) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.
- (i) Not to change the user of the said Premises without the prior written permission of the Promoters and Society;
- (j) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoters under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoters.
- (k) The Allottee shall observe and perform all the rules and regulations which the Society may adopt 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 said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project

and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (l) The Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (m) It is agreed that the said Premises shall be of R.C.C. structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Allottee hereby agrees that the Promoter may, if required due to any structural reasons convert any brick/block wall/dry wall in the said Premises into a load bearing R.C.C. wall or vice versa and the Allottee hereby further agrees and irrevocably approves not to dispute or object to the same. The Allottee, along with any and all purchasers of the flats and premises of the said Building, are strictly prohibited to make any structural changes internally in the concrete structure i.e. walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the said Building. The said Premises shall contain amenities within it as set out in the **Fourth Schedule** hereto. The Allottee hereby agrees, declares and confirms that the said Premises shall contain amenities as set out in the **Fifth Schedule** within it. The Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the said Building.
- (n) The Allottee agrees and covenants that the Allottee and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than as is prescribed in the fit-out rules as described herein below. The Allottee shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment/fit-out at her costs and expenses. The Allottee confirm that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee.
- (o) Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Premises and the Allottee shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee from the Promoter and they undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee has affixed fixtures or grills on the exterior of her premises for drying clothes or for any other purpose or that the Allottee has affixed a grill having a design other than the standard approved

design, the Allottee shall immediately rectify/dismantle the same so as to be in compliance with her obligations as mentioned herein.

- (p) Not to affix air conditioner/s at any other place other than those earmarked for fixing such premises so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever. The Allottee shall not install a window Air-conditioner within or outside the said Premises. If found that the Allottee has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee shall immediately rectify/ dismantle the same so as to be in compliance with her obligations as mentioned herein.
- (q) To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building and the Allottee shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or of the Society.
- (r) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the said Building or do any act to affect the FSI potential of the said Property.
- (s) Not to do or permit to be done any renovation/repair within the said Premises without prior written permission of the Promoter. In the event of the Allottee carrying out any renovation/repair within the said Premises, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Building on account of such renovation/repair.
- (t) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society and of the MCGM, the MCGM and other concerned authorities.
- (u) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises/the said Building in any manner whatsoever.
- (v) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Free Sale Property and the said Building.
- (w) Not to do or permit to be done any act or thing which may render void or violable any insurance of the Free Sale Property and/or the said Building in which the said Premises is situated or any part

thereof or whereby an increased premium shall become payable in respect of the insurance.

- (x) To abide, observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and for observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Premises in the said Building on the said Property and the Allottee shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.
- (y) Not to violate and to abide by all rules and regulations framed by the Promoter/its designated Facility Manager and/or by the said Society, for the purpose of maintenance and up-keep of the said Building and in connection with any interior/civil works that the Allottee may carry out in the said Premises (the “**Fit-out Rules**”).
- (z) The Allottee shall never in any manner enclose any flowerbeds/planters/ledges/pocket terrace/s/ deck areas ornamental projects/dry yards/service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any approval or concurrence of the Allottee and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.
- (aa) Shall not do either by themselves or any person claiming through the Allottee anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.
- (bb) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards other than of common standard design /style as approved by the Promoters and Society after issue of BCC. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.

- (cc) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.
- (dd) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.
- (ee) The Allottee shall permit the Promoter and their surveyors and agents and assigns with or without workmen and others at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Allottee is aware that the main water/drainage pipes of the said Building may pass through certain areas within the said premises. The Allottee agrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoter/the Facility Manager and/or their respective workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Premises for the purpose of maintenance, repair and upkeep of the water pipes and the Allottee hereby gives his/her/their express consent for the same.
- (ff) The Allottee is aware and acknowledges that the Promoters are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and apartments, garages or other premises as herein stated comprised in the said Building and the Allottee undertakes that it shall not be entitled to raise any objection with respect to the same.
- (gg) The Allottee has been appraised of the terms and conditions of the Development Agreement and as defined in Recitals and the Project Agreement and the same shall be fully binding on the Allottee. Further, nothing as contained herein shall dilute/ change/modify the extent of the rights, obligations and entitlements of the Promoter, and the Co-Promoter as set out in the Development Agreement and the Project Agreement (as defined in Recital hereinbefore).
- (hh) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Property.

- (ii) The Promoter shall be entitled to construct site offices/sales lounge on the Property or any part thereof and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is leased to the Society until the entire development on the Free Sale Property/the said Property is fully completed.
16. The Promoter and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and/or the said Property and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by the Allottee as may be determined by the Promoter and/or such professional agency.
17. The Allottee hereby nominates the persons as set out in the **Second Schedule (“the said Nominee”)** as his/her/its nominee in respect of the said Premises. On the death of Allottee, the said Premises shall assume all the obligations of the Allottee under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoters in writing) and deal with them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoters shall at its discretion be entitled to insist on Probate/Succession Certificate/Letter of Administration and/or such other documents as the Promoters may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoters as may be necessary and required by the Promoters.
18. It is agreed that the Allottee shall be entitled to avail loan from a Bank and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no objection, whereby the Promoter will express it's no objection to the Allottee availing of such loan from the Bank and mortgaging the said Premises with such Bank, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Premises of the Allottee shall not in any manner jeopardise the Promoter's right to receive full consideration and other charges and to develop the balance of the larger property and such mortgage in favour of such Bank shall be subject to Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection

Letter addressed to the Bank undertaking to make payment of the balance purchase price of the said Premises directly to the Promoter as per the schedule of payment of the Sale Consideration as setout herein above and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank.

19. The Allottee hereby represents and warrants to the Promoters that:

- (a) They are not prohibited from developing / acquiring the said Premises under any applicable law or otherwise;
- (b) They have been declared and/or adjudged to be an insolvent, bankrupt etc., and/or ordered to be wound up or dissolved, as the case may be;
- (c) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee or all or any of their assets and/or properties;
- (d) none of their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (e) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for her involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against her;
- (f) no execution or other similar process is issued and/ or levied against them or against any of their assets and properties;
- (g) They have not compounded payment with their creditors;
- (h) They have not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- (i) They are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the project and/or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;
- (j) The Allottee is in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards the payment of the Sale Consideration and the Installments.

20. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim

save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and Property's will remain the property of the Promoter as hereinbefore mentioned until the Society Transfer is executed.

22. **Mortgages and charges:**

- (a) Notwithstanding anything contrary to clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoters) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages/charges /lien of or on the said Premises, the Promoter shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee under this Agreement for recovery of any amount due and payable by the Allottee to the Promoter under this Agreement or otherwise.
- (b) The Allottee agrees, acknowledges and undertakes that the Promoters, are entitled to and have obtained/are in the process of obtaining loans from various banks and/or financial institutions and create such securities with respect to any and all their right, title benefits and interest in the Real Estate Project or any part thereof, as may be solely decided by the Promoters, and the Allottee takes notice that a No Objection Certificate may be required from such banks and financial institutions for creation of any encumbrances on the said Premises. The Allottee agrees and undertakes to the same and further agrees that the Allottee shall not create any encumbrances over the said Premises till such time an NOC in writing is received from such banks and financial institutions.
- (c) After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises.

23. **Binding Effect:**

- (a) Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall

serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

24. **Entire Agreement:**

- (a) 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, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

25. **Right to Amend:**

- (a) This Agreement may only be amended through written consent of the Parties.

26. **Provisions of this Agreement applicable to Allottee /subsequent Allottee:**

- (a) 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 Project shall equally be applicable to and enforceable against any subsequent Allottee of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

27. **Severability:**

- (a) If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement. shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules and Regulations made there under 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.

28. **Method of calculation of proportionate share:**

- (a) Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/ spaces in the Real Estate Project.

29. **Further Assurances:**
- (b) 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.
30. **Place of Execution:**
- (c) The execution of this Agreement shall be complete only upon its execution by the Promoters through their respective authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in Mumbai City, after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.
31. **Notices**
- (d) All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the **Second Schedule**. It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee as the case may be.
32. The Allottee and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters will attend such office and admit execution thereof.
33. **Joint Allottee:**
- (a) That in case there are Joint Allottee all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee.
34. **Stamp Duty and Registration:**
- (a) The Allottee shall make payment of all the amounts payable towards stamp duty, on this Agreement and the total consideration is exclusive of Stamp Duty. The registration fees shall also be borne

by Allottee. Any consequences of failure to register this Agreement within the time required shall be on the Allottee/s account.

- (b) The Allottee and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters will attend such office and admit execution thereof.

35. **Dispute Resolution:**

- (a) Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

36. **Governing Law:**

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

37. **Permanent Account Number**

- (a) The Permanent Account Number of the Parties are as set out in the **Third Schedule** hereunder written.

38. **Interpretation:**

- (a) In this Agreement where the context admits:

- i. any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- ii. any reference to the singular shall include the plural and vice-versa;
- iii. any references to the masculine, the feminine and the neuter shall include each other;
- iv. any references to a “company” shall include a body corporate;
- v. the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
- vi. the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and

- schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
- vii. references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, innovated, supplemented or replaced from time to time;
 - viii. the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
 - ix. each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
 - x. in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
 - xi. the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
 - xii. references to a person (or to a word importing a person) shall be construed so as to include:
 - a) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);
 - b) that person’s successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
 - c) references to a persons representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
 - xiii. where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT PIECE OR PARCEL of land bearing Final Plot No.19, in the Vile Parle Town Planning Scheme II admeasuring 780.10 sq. mtrs. or thereabouts (reconstituted to 933 sq. yds i.e 780.10 sq. mtrs.) and corresponding to CTS No. 918, 918 /1 admeasuring 893.10 sq.mtrs. in aggregate at Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District and the said plot is shown by hatching red lines on the plan issued by the City Survey annexed hereto and situate, lying and being at Mahant Road, Vile Parle (East), alongwith structures, tenements, standing thereon in the registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows,

That is to say on or towards,

North by : Internal Road
South by : 40 ft Mahant Road
West by : Internal Road
East by : FP no 20/21, TPS II Vile Parle (East)

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Description of the Property)
(Meaning of the Terms and Expressions).

No	Terms and Expressions	Meaning
1.	The said Premises	Flat/Premises No._____ admeasuring about _____ sq.mtrs equivalent to approximately _____ sq.ft. carpet area as per RERA Act on _____Floor of the said Building “LAKSHMI SOLITAIRE”.
2.	The Sale Consideration	Sale Price in Fig. : Rs._____/ - Sale Price in words : (Rupees _____ Lakhs Only).
3.	Name of the Account for payment of Sale Consideration	Account : CURRENT ACCOUNT Account No._____ Cheque Favouring: Lakshmi Builders & Developer “Lakshmi Solitaire Project”.
4.	Possession Date	As per Rera _____.
5.	The said Nominee	Name : Relationship with Allottee : Address of Nominee:
6.	Name & Address of the Allottee for the purposes of this Agreement Email ID Contact No.	
7.	Name, address and email of the Promoter for the purposes of this Agreement	M/s. Lakshmi Builders & Developer, Savgan Heights, 101-A wing, RTO Lane, Near Ambedkar Hall, Four Bunglows, Andheri West, Mumbai 400 053. Email:lbdrealtors@gmail.com
8.	Permanent Account Number	Promoter’s PAN No. : AABFL4973E Allottee PAN Nos. :
9.	Architects for the development of the Property	
10.	RCC Consultants	

THE THIRD SCHEDULE ABOVE REFERRED TO
Here set out the nature, extent and description of Common Areas and
Facilities:-

1. Society office.
2. Staircase and buildings.
3. Corridors.
4. Lifts.
5. Lift Lobby.
6. Main entrance lobby.
7. Common electric meter for common lights.
8. Overhead water tank located above the top floor level of the building means of access thereto along the main staircase of the building and along the lifts to be provided in the building
9. Drainage storm water drain, electric sub-station if constructed, electrical poles, watchman cabin, underground water tank (with pumping rooms and other pumping arrangement).
10. Compound to be paved as per BMC Rules.
11. Decorative Lights at approach to the staircase block.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Description of the Amenities in the said Premises)

Nos.	Items	Location	Specifications
1.	Flooring	Living Room/ Dinning	
		Master Bedroom	
		Other Bed Room	
		Master Toilet	
		Other Toilets	
2.	Wood Work	Main Door Safety Door	
3.	Windows	All Windows	
4.	CP/Sanitary	All Toilets	
5.	Internal Paint	Walls & Ceiling	
6.	Entrance Lobby	Ground Floor	
7.	Typical lobby	Every Floor	
8.	Switches	Internal External Switches	

IN WITNESSETH WHEREOF the parties hereto put and subscribed their respective hands and seal the day and the year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED)
by the within named LAKSHMI)
BUILDERS & DEVELOPER through)
the hand of its Partner/Authorised)
Signatory **MR.RAJESH G. DOSHI**)
in the presence of)

SIGNED AND DELIVERED BY THE)
within named ALLOTTEE)
MR. _____)
in the presence of)

RECEIPT

RECEIVED of and from the Allottee – MR. _____ a sum of
Rs_____/-(Rupees _____ Only) as Earnest Money/Part
Consideration towards Sale Consideration under this Agreement as under :

Transaction Nos.	Date	From	Bank	Amount (Rs.)

We say received

List of Annexures

I	Index II of the Development Agreement.
II	Copy of RERA Certificate.
III	Floor Plan Premises allotted
IV	Copy of the Intimation of Approval.
V	Copy of the Commencement Certificate.
VI	Property Register Cards of the said Property.
VII	Sanctioned plan of the said Premises.
VIII	Copy of the said Title Certificate.