Without Prejudice Draft dated 19-12-2023

AGREEMENT FOR SALE

This Agreement made at Mumbai this _____ day of _____ in year Two Thousand Twenty _____

BETWEEN

M/S. SHREE SAI REALTORS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having their registered address 201, Sai Plaza, R. B. Mehta Road, Ghatkopar (E), Mumbai 400 077, hereinafter referred to as the **"PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner) of the **One Part;**

AND

_____**,** Indian Inhabitant/s, residing/having address at _____ hereinafter referred to as the **"ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include **in the case of individual/s** his/her/their (respective) heirs, executors, administrators and assigns, **in the case of a partnership firm** the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and their assigns and **in the case of a company** its successors and assigns) **in case of an HUF**, its Karta, beneficiaries, members and coparceners and their survivors and the heirs, executors, administrators and permitted assigns of the last survivor) of the **Other Part**.

WHEREAS:

A. The Shankar Chhaya Co-operative Housing Society Ltd, a co-operative housing society registered under the provisions of The Maharashtra Co-operative Societies Act, 1960 bearing registration no. BOM/H.S.G. 969 of 11th May, 1965 (hereinafter referred to as **'the Shankar Chhaya Society'**) is the absolute owner and/or otherwise well and sufficiently entitled to the immovable property being all that piece or parcel of land or ground bearing Final Plot No. 19 admeasuring as per present Property Card as 1985.00 sq. mtrs. or thereabouts (without the entry of set-back area of 240 sq. meters already surrendered by the Society to MCGM as per the property card available with the Society to the Developers) leaving the balance Plot area as 1745 sq. meters, of Town Planning Scheme III of Ghatkopar, and Municipal Assessment Tax Bill No. N-84, Plot No. 19, N-84(2) 19A of Village-Ghatkopar Kirol, Taluka, Kurla, situate, lying and being at M.G.Road, Ghatkopar (E), Mumbai- 400 077 in the registration district and sub-district of Mumbai City and Mumbai Suburban (hereinafter referred to as **'the said land'**) together with two erstwhile buildings then standing thereon viz: Building No. 1 known as 'Shankar Chhaya' comprising of ground and three upper and Building No. 2 comprising of Ground plus 2 Upper Floors (**'the Shankar Chhaya buildings'**) situate, lying and being at M.G.Road, Ghatkopar (E), Mumbai- 400 077 of Village Ghatkopar Kirol, Taluka Ghatkopar. The said land and the said erstwhile buildings shall collectively be referred to as '**the property of Shankar Chhaya CHSL**'. The property of Shankar Chhaya CHSL is more particularly described in the **First Schedule** hereunder written.

B. The Shankar Chhaya buildings were in a dilapidated condition and in need of heavy structural repairs, aesthetical uplift and preferably reconstruction which involved considerable expenditure. As the Shankar Chhaya Society and its members were not conversant with the redevelopment procedure and also did not have the financial wherewithal for carrying out the redevelopment / construction of New Building/s, the Shankar Chhaya Society in their Special General Body Meeting held on 27th February, 2022 unanimously resolved that the said Shankar Chhaya buildings be demolished and new building/s be constructed on the said land through a reputed Developer, by utilizing the entire benefit of FSI available in respect of the said land under the prevailing DCPR, 2034.

C. The Shankar Chhaya Society by following the guidelines prescribed under section-79-A of The Maharashtra Co-operative Societies Act, 1960 invited offers from reputed developers who were interested in carrying out the redevelopment of the Shankar Chhaya property.

D. The Shankar Chhaya Society received offers from 2 (two) Developers and after conducting the necessary due diligence and after scrutinizing the said proposals, the Shankar Chhaya Society selected the offer received from the Promoters herein viz: M/s. Shree Sai Realtors and decided to carry out the redevelopment of the said Shankar Chhaya property through the Promoters herein under Regulation 33(11) of the Development Control and Promotion Regulations for Greater Mumbai, 2034 **('DCPR, 2034').**

E. Thereafter, The Shankar Chhaya Society passed a unanimous resolution in its Special General Body Meeting dated 20th March 2022 in the presence of the officer from the office of the Dy. Registrar of Co-operative Societies, thereby appointing the Promoters herein as the Developers to carry out the redevelopment of the said Shankar Chhaya property.

F. Pursuant to the aforesaid resolution, the Shankar Chhaya Society issued a Letter of Appointment dated 1st March 2022 **('LOA')** in favour of the Promoters herein confirming their appointment as the Developers to carry out the redevelopment of the said Shankar Chhaya property.

G. Thereafter, by a registered Development Agreement dated 3rd September, 2022, duly registered with the sub-registrar of assurances at Kurla-5 under serial no. KRL5-18685-2022 dated 20th September, 2022, executed between the Shankar Chhaya Society, *(being the Society therein also referred to of the First Part)*, the 39 members of the said Society *(being the Members therein also referred to of the Second Part)* and the Promoters herein *(being the Developers therein referred to of the Third Part)*, (hereinafter referred to as **'Shankar Chhaya Development Agreement'**) the Shankar Chhaya Society with the confirmation of its Members entrusted the development rights in respect of the Shankar Chhaya Property to the Promoters for the consideration and upon the terms and conditions more particularly recorded therein.

H. Simultaneously with the aforesaid Shankar Chhaya Development Agreement, the Shankar Chhaya Society has also executed a Power of Attorney dated 3rd September, 2022, duly registered with the sub-registrar of assurances at Kurla-5 under serial No. KRL5-18685 of 2022 dated 20th September, 2022, in favour of the Partners of the Promoters (hereinafter referred to as **'Shankar Chhaya POA'**) inter alia authorizing and permitting them to do all and/or the various acts, deeds, matters and things as provided there under in respect of the redevelopment of the Shankar Chhaya property.

I. After the execution and registration of the Shankar Chhaya Development Agreement and Shankar Chhaya POA, vide a registered Supplemental Agreement dated 1st July, 2023, duly registered with the sub-registrar of assurances at Kurla-1 under serial No. KRL-1-13136 of 2023 dated 1st July, 2023, parties thereto by mutual consent modified certain terms and conditions of the Shankar Chhaya Development Agreement (hereinafter referred to as **'Shankar Chhaya Supplemental Agreement'**).

J. The Kailash Kiran No. 2 Co-op. Housing Society Ltd, a co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing registration no. BOM/HSG/3968 of 1973 (hereinafter referred to as **'the Kailash Kiran Society'**) is the absolute owner and/or otherwise well and sufficiently entitled to the immovable property being all that piece or parcel of land or ground bearing Plot no. 20 of Town Planning Scheme No. III, Ghatkopar admeasuring 1475 sq. meters equivalent to 1782 sq. yards **(**hereinafter referred to as **'Kailash Kiran Land')** alongwith an erstwhile building 'Kailash Kiran No. 2'

(hereinafter referred to as **'Kailash Kiran Building')** comprising of Ground plus 4 upper Floors then standing thereon situate, lying and being at Tilak Road, Opp. Sindhu Wadi, Ghatkopar (E), Mumbai- 400 077. The said land and the said buildings shall collectively be referred to as (hereinafter referred to as '**the property of Kailash Kiran CHSL**'). The property of Kailash Kiran CHSL is more particularly described in the **Second Schedule** hereunder written.

K. The Kailash Kiran building was in a dilapidated condition and is in need of heavy structural repairs, aesthetical uplift and preferably reconstruction which involved considerable expenditure. As the said Kailash Kiran society and its members were not conversant with the redevelopment procedure and also did not have the financial wherewithal for carrying out the redevelopment / construction of the New Building, the Kailash Kiran Society had in their Special General Body Meeting held on 2nd December 2021, unanimously resolved that the said Kailash Kiran building be demolished and a new building/s be constructed on the said land through a reputed Developer by utilizing the entire benefit of FSI available in respect of the said Kailash Kiran land under the prevailing DCPR, 2034.

L. The said Kailash Kiran Society after following the guidelines prescribed under section-79-A of the Maharashtra Co-operative Societies Act, 1960 invited offers from interested developers who were interested in carrying out the redevelopment of the said Kailash Kiran property.

M. The Kailash Kiran Society received offers from 2 (Two) developers i.e. Damji Shamji Shah Group dated 29th November 2021 and the Promoters herein viz: M/s. Shree Sai Realtors dated 25th November 2021 read with revised offer dated 22nd February 2022 and after conducting the necessary due diligence and after scrutinizing the proposals for redevelopment received, the Kailash Kiran Society finalized and selected the offer received from the Promoters herein and decided to carry out the redevelopment of the said property through the Promoters under Regulation 33(11) of the DCPR,2034.

N. The Kailash Kiran Society has accordingly passed a resolution in its Special General Body Meeting dated 20th March 2022 in the presence of the officer from the office of the Dy. Registrar of Co-operative Societies unanimously appointing Promoters herein as the Developers to carry out the redevelopment of the said Kailash Kiran property.

O. Pursuant to the aforesaid resolution, the Kailash Kiran Society has issued a Letter of Appointment dated 7th March 2022 **('LOA')** in favour of the Promoters confirming their appointment of the Developers to carry out the redevelopment of the said Kailash Kiran property and thereby recorded the broad commercial understanding which was arrived at between the Kailash Kiran Society and Promoters in respect of the redevelopment of the said Kailash Kiran property.

P. By a registered Development Agreement dated 27th September 2022, duly registered with the sub-registrar of assurances at Kurla-5 under serial no. KRL-5/19073 of 2022 dated 27th September 2022, executed between the said Kailash Kiran Society, (being the Society therein also referred to of the First Part), the 26 members of the said Kailash Kiran Society (being the Members therein also referred to of the Second Part) and the Developers herein (being the Developers therein referred to of the Third Part), (hereinafter referred to as **'Kailash Kiran Development Agreement'**) the said Kailash Kiran Society with the confirmation of its Members entrusted the development rights in respect of the Kailash Kiran property to the Promoters for the consideration and upon the terms and conditions more particularly recorded therein.

Q. Simultaneously with the aforesaid Development Agreement, the Kailash Kiran Society has also executed a Power of Attorney dated 27th September 2022, duly registered with the sub-registrar of assurances at Kurla-5 under serial No. KRL-5/19076/2022 dated 27th September 2022, in favour of the Partners of the Promoters (hereinafter referred to as **'Kailash Kiran POA'**) inter alia authorizing and permitting them to do all and/or the various acts, deeds, matters and things as provided there under in respect of the of the Kailash Kiran property.

R. After the execution and registration of the Kailash Kiran Development Agreement and Kailash Kiran POA, vide a registered Supplemental Agreement dated 1st July, 2023, duly registered with the sub-registrar of assurances at Kurla-1 under serial No. KRL-1-13130 of 2023 dated 1st July, 2023, parties thereto by mutual consent modified certain terms and conditions of the Kailash Kiran Development Agreement (hereinafter referred to as **'Kailash Kiran Supplemental Agreement')**.

S. Under the circumstances the Promoters became entitled to redevelop the said Shankar Chhaya Property and the said Kailash Kiran Property.

T. The Shankar Chhaya Property and the Kailash Kiran property are adjoining each other. As the Promoters are the common Developers appointed by the Shankar Chhaya CHSL and the Kailash Kiran CHSL. As per the Shankar Chhaya Development Agreement and the Kailash Kiran Development Agreement, the Promoters were authorized to amalgamate the Shankar Chhaya Property with the adjoining Kailash Kiran property and redevelop the amalgamated property as a common lay-out under Regulation 33(11) of the DCPR, 2034.

U. Accordingly, the Promoters have amalgamated the Shankar Chhaya Property and the Kailash Kiran property (hereinafter referred to as **'said Amalgamated Property'**) and are redeveloping the amalgamated property as a common layout under regulation 33(11) of the DCPR, 2034. The said Amalgamated property is more particularly described in the **Third Schedule** hereunder written. The Promoter have not applied for formally amalgamating the Shankar Chhaya Property with the Kailash Kiran Property before the concerned revenue authorities and the Promoters shall do so if the SRA or any other concerned authority may call upon the Promoters to do so.

V. Based on the aforesaid, the Promoters alone are having the sole and exclusive rights to redevelop the said Amalgamated Property and to sell residential flats/shop in the proposed new building/s (save and except the premises reserved for the Members of Shankar Chhaya Society and Kailash Kiran Society) being constructed on the said Amalgamated property by the Promoters and to enter into agreement/s with the purchaser/s of the residential flats/shop and to receive the sale price in respect thereof;

W. The Promoters are implementing a Slum Rehabilitation Scheme under Regulation 33(10) of DCPR, 2034 on the plots of land bearing CTS Nos. 61A(Pt), 61A/136, 61A/137, 61A/148 to 61A/151 of Village- Chembur, Taluka-Kurla, Eastern Express Highway, Chembur (W), Mumbai- 400 071 being the Slum Plots (hereinafter referred to as **'Scheme No. 01 in 'M/W' Ward'**).

X. The Promoters were desirous to develop the said Amalgamated property (being the Non-Slum Plots) under Regulation 33(11) of the DCPR, 2034 by clubbing the same with Scheme No. 01 in 'M/W' Ward'.

Y. The Promoters through their Architects applied to the Slum Rehabilitation Authority (hereinafter referred to as **'SRA'**) for seeking clubbing of the Slum Rehabilitation Scheme **'Scheme No. 02 in 'N Ward'** under Regulation 33(11) of the DCPR, 2023 on the said Amalgamated property, which is the Non-Slum Plot with the **'Scheme No. 01 in 'M/W' Ward'** i.e. Slum Rehabilitation Scheme on slum plots bearing CTS Nos. 61A(Pt), 61A/136, 61A/137, 61A/148 to 61A/151 of Village- Chembur, Taluka-Kurla, Eastern Express Highway, Chembur (W), Mumbai- 400 071.

Z. The SRA has sanctioned the clubbing of the aforesaid Slum Rehabilitation Schemes and issued a Letter of Intent (hereinafter referred to as **'LOI'**) dated 2nd March, 2023 bearing Ref No. N/PVT/110/2022104/LOI to the Promoter.

AA. As per the LOI dated 2nd March, 2023, the Promoters have proposed and SRA has approved the shifting of 118 PTC tenements of Scheme No. 02 in 'N Ward' to Scheme No. 01 in 'M/W' Ward and to consume the Sale Built Up Area **('BUA')** of 4725.75 sq. mtrs (Built Up Area) in situ on the said Amalgamated property after clubbing subject to the sanctioned height by the civil aviation authorities.

BB. The Promoters have got approved from competent authorities the fresh/amended plans, specifications, elevations, section and details of the Sale building/s to be constructed on the said Amalgamated property, the Intimation of Approval (hereinafter referred to as **'IOA'**) bearing no. N/PVT/110/20221104/AP/S dated 27th March, 2023 and Commencement Certificate up to Plinth level (hereinafter referred to as **'CC'**) bearing no. N/PVT/110/20221104/AP/S dated 7th December, 2023 and shall continue to obtain further approvals from various authorities from time to time and obtain the Full Occupation Certificate.

CC. At present, as per the IOA dated 27th March, 2023, Promoters are entitled to construct a composite new building having a common podium of Ground Plus 4 floors for car-parking's **('Podiums')** and habitable floors thereabove having 3 Wings, having three separate entrances viz: Wing A (having 8 commercial shops on the Ground Floor and 15 habitable floors over the Podiums **('Wing-A')**, Wing-B having 10 habitable floors over the podiums **('Wing-B')** and Wing-C having 10 habitable floors over the podiums **('Wing-C')**. The Podiums, Wing-A, Wing-B and Wing-C shall collectively be referred to as **'the Project'**.

DD. The Promoters shall apply for amendment of the IOA dated 27th March, 2023 based on the total height which shall be sanctioned by the Civil Aviation Authorities and Utilization of Sanctioned Fungible FSI.

EE. The Promoters have commenced construction of the Project known as '**Sai Shankar'** in accordance with the aforesaid plans and permissions;

FF. On the Allottee/s' application to the Promoters, the Allottee/s is/are offered a **residential Flat/Shop No**.____ admeasuring _____ sq. ft. (Rera Carpet area) on the ___ **floor** of the Project 'Sai Shankar' along with ___ **number of car parking/s** at **Ground/Podium level** __ (hereinafter collectively referred to as **"the said Premises"**) by the Promoters;

GG. The Promoters have entered into a standard Agreement with **M/s. Architectural Concept, Architects** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

HH. The Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **"the said Act"**) with the Maharashtra Real Estate Regulatory Authority at Mumbai, Maharashtra bearing No. P_____, an authenticated copy of which is attached in **Annexure 'A'**;

II. The Promoters have appointed **'M/s. Paras Consultants' Structural Engineers,** for the preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the said Building;

JJ. While sanctioning the said plans the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Amalgamated Property and upon due observance and performance of which only the occupation certificate in respect of the said Premises shall be granted by the concerned local authority;

KK. The Rera carpet area of the said Premises is ____**sq. ft.** and "Rera carpet area" means the net usable floor area of the said Premises, excluding the area covered by

the external walls, areas under services shafts, exclusive of balconies appurtenant to the said Premises for exclusive use of the Allottee/s or verandah area, but includes the area covered by the internal partition walls of the said Premises;

LL. On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said Amalgamate Property, the designs and specifications prepared by the Architects, M/s. Architectural Concept and of such other documents, including the LOI, IOA, Plinth Commencement Certificate and Approved plans, as are specified under the said Act and the Rules and Regulations made thereunder;

MM. The authenticated copy of the Certificate of Title issued by M/s. Chitnis Vaithy & Co, Advocates & Solicitors and authenticated copies of Property Register Cards of the said Land showing the nature of the title of the Promoters to redevelop the Amalgamated Property whereon the Project is being constructed have been annexed hereto and marked as **Annexure 'B'** and **'C'** respectively;

NN. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority according to which the construction of the said Project in which the said Premises is proposed to be provided has been inspected by the Allottee/s and copies of the approved Lay-out, Clubbing L.O.I, I.O.A. and Plinth Commencement Certificate of the proposed new building on the said Amalgamated Property have been annexed hereto and marked as **Annexure 'D' Colly**;

OO. The authenticated copy of the plan and specifications of the said Premises agreed to be purchased by the Allottee/s and shown in Red colour hatched lines has been annexed and marked as **Annexure 'E'**;

PP. 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;

QQ. The Allottee/s has/have paid to the Promoters a sum of **Rs._____/- (Rupees _____ Only)**, being part payment of the total agreed sale consideration of the said Premises agreed to be sold by the Promoters to the Allottee/s on or before the execution hereof (the payment and receipt whereof the Promoters hereby admit and

acknowledge) and the Allottee/s has/have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing;

RR. The Promoters are required to execute this Agreement under section 13 of the said Act, being in fact these presents and also to register said Agreement under the Registration Act, 1908, to more effectively transfer the title of the said Premises to the Allottee/s herein;

SS. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties the Promoters hereby agree to sell to the Allottee/s and the Allottee/s hereby agree/s to purchase the said Premises for the consideration and on the terms and conditions hereinafter contained.

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

1. The Promoters shall construct the entire Project known as **'Sai Shankar'** on the said Amalgamated Property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2.(a) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s **residential Flat/Shop No**.____ admeasuring _____ sq. ft. (Rera Carpet area) on the ___ **floor** of the Project 'Sai Shankar' along with ___ **number of car parking/s** at **Ground/Podium level** __ (hereinafter collectively referred to as **"the said Premises"**) as shown in the Floor plan thereof hereto annexed and marked **Annexure 'E'** for the all inclusive consideration of **Rs._____/-(Rupees _____ Only)** inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Fourth Schedule** annexed herewith.

2.(b) (i) The Allottee/s has/have paid on or before execution of this Agreement a sum of **Rs._____/- (Rupees _____ Only) (**subject to Deduction of Tax at Source [TDS] as per the provisions of the Income Tax Act, 1961, if applicable) (not exceeding 10% of the total consideration) being part payment paid

by the Allottee/s to the Promoters on or before the execution hereof the payment and receipt whereof the Promoters hereby admit and acknowledge.

(ii) The balance amount **Rs._____/- (_____Only)** out of the total sale consideration shall be paid by the Allottee/s to the Promoters [subject to Deduction of Tax at Source (TDS)] as per the provisions of the Income Tax Act, 1961, if applicable) as under:

a) **Rs. _____/- (Rupees _____ Only)** to be paid to the Promoters on the execution of this Agreement. (not exceeding 30% of the total consideration)
b) **Rs. /- (Rupees _____ Only)** to be paid to the Promoters on completion of the Plinth of the Project Sai Shankar(not exceeding 45% of the total consideration);
c) Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located of the Project Sai Shankar;
d) Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartmentof the Project Sai Shankar;
e) Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartmentof the Project Project Sai Shankar;
f) Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..
of the Project Sai Shankar;
g) Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located of the Project Sai Shankar;

h) Balance Amount of **Rs. /- (Rupees _____ Only)** against and at the time of handing over of the possession of the said Premises to the Allottee/son or after receipt of Occupancy Certificate or Completion Certificate.

3. The Total Price above payable by the Allottee/s to the Promoters for allotment of the said Premises excludes Taxes consisting of tax paid or payable by the Promoters by way of Goods and Service Tax **('GST')** and Cess or any other similar taxes which may be levied at present or in the future, in connection with the construction of and carrying out the Project payable by the Promoters, upto the date of handing over the possession of the said Premises. The Allottee/s shall be liable to bear and pay/reimburse the GST and all other taxes applicable on purchase of the said Premises. The Allottee/s agree/s to indemnify and keep indemnified the Promoters against the payment of GST, penalty, losses, cost and consequences which may be incurred or suffered by the Promoters on account of any type of recovery proceedings for recovery of GST or any other such taxes as applicable, which may be initiated against the Promoters for construction/sale of the said Premises.

4. It is agreed that the Allottee/s shall pay in accordance with Section 194-IA of the Income Tax Act, 1961 (as amended by Finance Act, 2013) the said consideration amount or instalment thereof, after deducting the applicable TDS by depositing the same in the government treasury through electronic payment in any of the authorized banks and in the manner as specified under the Act. After making the payment of TDS as statutorily required and as agreed herein, the Allottee/s shall produce to the Promoters the TDS Certificate in Form 16B evidencing the payment of respective TDS made by the Allottee/s within 21 (twenty one) days of making such payment. It is hereby clarified that the payment of TDS is the liability of the Allottee/s under the Income Tax Act, 1961 and in the event of the failure of the Allottee/s to pay the same, the Allottee/s alone shall be liable and responsible for interest, penalty and/or any other consequences under the Act.

5. The Total Price payable by the Allottee/s to the Promoters for allotment of the said Premises 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 Promoters undertake and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with

the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

6. The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ NIL% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allotee/s by the Promoter.

7. The Promoters shall confirm the final Rera carpet area that has been allotted to the Allottee/s after the construction of the said Premises is complete and the permission for occupation is granted by the competent authority/concerned local authority, by furnishing details of the changes, if any, in the Rera carpet area, subject to a variation cap of three percent. The total consideration payable for the Rera carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the Rera carpet area beyond the defined limit then the Promoters shall refund the excess consideration paid by the Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the Rera carpet area allotted to the Allottee/s, the Promoters shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(a) of this Agreement.

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

9. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the concerned local occupation certificate in respect of the said Premises.

10. Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the said Premises to the Allottee/s and the Common Areas to the said Building after receiving occupation certificate in the project. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 2(b)(ii) herein above (**"Payment Plan"**).

11. The Promoters hereby declare that the Floor Space Index available as on date in respect of the said Land is as per the provisions of the Development Control and Promotion Regulations, 2034 (DCPR, 2034). The Allottee/s has/have agreed to purchase the said Commercial Unit based on the proposed construction and sale of Commercial Unit to be carried out by the Promoters by utilizing the availed FSI and on the understanding that the said available FSI shall belong to the Promoters only from time to time.

12. If the Promoters fail to abide by the time schedule for completing the project and handing over the said Premises to the Allottee/s, the Promoters agree to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agree/s to pay to the Promoters, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.

13. Without prejudice to the right of the Promoters to charge interest in terms of Clause 11 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by the concerned local authority, including Mumbai Building Repairs and Reconstruction Board (MBRRB) of MHADA and the Asst. Commissioner (Estates) of MCGM and/or any other authorities and other outgoings and other taxes and dues specified in this Agreement) and on the Allottee/s committing three defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement:

PROVIDED THAT, the Promoters shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and/or e-mail at the e-mail address provided by the Allottee/s, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of

which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of any liquidated damages or any other amount which may be payable to the Promoters) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Premises, which may till then have been paid by the Allottee/s to the Promoters.

14. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts, to be provided by the Promoters in the said Premises as are set out in **Annexure 'F'** annexed hereto.

15. The Promoters shall give possession of the said Premises to the Allottee/s on or before the December 2028. If the Promoters fail or neglect to give possession of the said Premises to the Allottee/s, save and except on account of reasons beyond their control and of their agents, by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the said Premises with interest at the same rate as mentioned in clause 12 hereinabove from the date the Promoters received the sum till the date the amounts and interest thereon is repaid:

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of building in which the said Premises is to be situated is delayed on account of:-

(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.

16. **Procedure for taking possession:-**

The Promoters, upon obtaining the occupation certificate from the Competent Authority/concerned local authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said Premises, to the Allottee/s in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice (**'Notice of Possession'**). The Promoter agree to indemnify the Allotee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Promoters. The Allottee/s shall be liable to bear and pay the maintenance, taxes and other outgoings in respect of the said Premises on the expiry of 15 (Fifteen) days of receipt of the Notice of Possession whether the Allottee/s has taken possession of the said Premises

or not. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoters or association of purchasers, as the case may be. The Promoters on their behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving permission for occupation of the said Premises.

17. **Failure of the Allottee/s to take Possession of the said Premises:-**

Upon receiving a written intimation from the Promoters as per Clause 15, the Allottee/s shall take possession of the said Premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Premises to the Allottee/s. In case the Allottee/s fail/s to take possession within the stipulated time, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

18. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s bring/s to the notice of the Promoters any structural defect in the said Premises or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act **PROVIDED HOWEVER THAT** if the Allottee/s and other purchasers of premises have not maintained their respective premises in good order and condition and have done any alterations/changes/act or omitted to do any act which has contributed to or caused such defects then the Promoters shall not be liable either to rectify such defects or compensate the Allottee/s in any manner whatsoever. It is hereby clarified that the warranty on Lifts, Mechanized Parking and Fire Fighting Equipment shall be provided by the agencies/manufacturers and the Promoters shall not be liable for any defect and maintenance of the same.

19. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of Commercial office He/She/They shall use the parking space or parking space only for purpose of parking vehicle.

20. **Common Organization:**

i. If the conditions imposed by the competent authority in the permissions for the execution of the Project require the Promoters to amalgamate the Shankar Chhaya Property with the adjoining Kailash Kiran Property, the Promoters shall form a new common/single co-operative housing society by the amalgamation/ merger of the Shankar Chhya Society with the Kailas Kiran Society and the Promoters will in their discretion exercise either of the below options: -

a) incorporate a new co-operative housing society, wherein the members of the Shankar Chhaya Society and the members of Kailas Kiran Society will become members alongwith all persons to whom the sale flats have been sold by the Promoters in the Project, including the Allottee/s herein by complying with all statutory formalities under the applicable laws.

Or

b) amalgamate/ merge the Shankar Chhaya Society with the Kailash Kiran Society by complying with all statutory formalities under the applicable laws.

ii. Irrespective of the option which the Promoters exercise in their discretion, on receiving a written intimation from the Promoters, the Allotee/s shall within the time stipulated in the written intimation submit: (1) The photocopy of this Agreement, (2) All the requisite statutory forms, (3) A sum of Rs. 10,000/- being their Corpus contribution newly formed Co-operative Housing Society/the Amalgamated Society, (4) the requisite admission fee, (5) the requisite share money favoring the said newly formed Cooperative Housing Society or the Amalgamated Society and all other documents as may be required and shall become the member/s thereof.

iii. The Promoters shall handover the accounts and management of the Project to the newly formed Co-operative Housing Society/the Amalgamated/ merged Society and shall comply with all the statutory obligations prescribed under the law.

iv. In case if the Developer exercises the option recorded in clause (i) (a), if required under law, the Shankar Chhaya Society shall at the cost of the Promoters: -

a) Within the statutory period of 3 months execute and register a Deed of Conveyance in respect of the Shankar Chhaya Land and its undivided share in the Project in favor of the newly formed Co-operative Housing Society

and shall appear through its authorized Managing Committee Members before the concerned Sub-Registrar of Assurances to admit the execution and registration thereof.

b) Simultaneously, the Kailash Kiran Society shall also execute and register a Deed of Conveyance in respect of the Kailash Kiran land and its undivided share in the Project, within the statutory period in favor of the newly formed Co-operative Housing Society and shall appear through its authorized Managing Committee Members before the Sub-Registrar of Assurances to admit the execution and registration thereof.

c) The newly formed Co-operative Housing Society will thus become the absolute owner of the Shankar Chhaya Land and Kailash Kiran land as also the new building/s constructed by the Developers thereon.

d) Within a reasonable period from executing and registering of the aforesaid Deeds of Conveyance in favor of newly formed Cooperative Housing Society, the members of the Shankar Chhaya Society and Kailash Kiran Society shall comply with the statutory formality to dissolve/de-register/wind up the said Societies for all intents and purposes in law.

v. However, if the conditions imposed by the competent authority in the permissions do not require the Promoters to amalgamate the Shankar Chhaya land with the adjoining Kailash Kiran Land, the expenses to be incurred by the Shankar Chhaya Society and Kailas Kiran Society for maintaining and using the common areas and common amenities in the Project shall be shared and incurred by the said Societies in proportion of their respective Built Up Areas as per the sanctioned plans. In such event, the flat purchasers to whom sale flats have been sold by the Promoters including the Allotee/s herein shall be enrolled as members of Shankar Chhaya Society (if the new flat is located in the Wing of the Project wherein the members of the Shankar Chhaya Society are rehabilitated) or of Kailas Kiran Society (if the new flat is located in the Wing of the Project wherein the members of Kailash Kiran Society are rehabilitated).

vi. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society / Association, 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 Society/Association and their respective members/intended members including the Allottee/s, as the case may be, and the Promoters shall not be liable towards the same.

21. Within 15 (fifteen) days after notice in writing is given by the Promoters to the Allottee/s that the said Premises is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Premises) of outgoings in respect of the said Land and all other Common Areas and Common Facilities, Amenities and Facilities namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance, repairs and preservation of the project. Until the Allotee/s are admitted as the Members of the Shankar Chhaya Society/Kailash Kiran Society or the New Society as per clause ___ above, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee/s share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution for one year of **Rs. /- (Rupees _____ Only)** per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the said new Building is executed in favour of the Shankar Chhaya Society/Kailash Kiran Society or the New Society as per clause ___ above. On such conveyance being executed for the said new Building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Shankar Chhaya Society/Kailash Kiran Society or the New Society as per clause ___ above, as the case may be.

22. The Allottee/s shall on or before delivery of possession of the said Premises keep deposited with the Promoters, the following amounts:-

(i) Rs. /- (Rupees _____ Only) for share money, application entrance fee of the Society;

(ii) Rs. /- (Rupees _____ Only) for formation and registration of the Society;

(iii) Rs. /- (Rupees _____ Only) contribution towards proportionate Development Charges, Land under Construction Charges and other charges;

(iv) Rs. /- (Rupees _____ Only) for proportionate share of taxes and other charges/levies in respect of the said Building and towards provisional monthly contribution towards outgoings of Society for a period of 24 (twenty four) months (as per Clause __);

(v) Rs. /- (Rupees _____ Only) For Deposit towards Water, Electric, and other utility and services connection charges.

It is hereby expressly clarified, agreed and understood that in event of there being any increase in the amounts mentioned in this Clause, and/or any other amounts/Deposits, which are not referred to therein become payable, for any reason, then the Allottee/s shall be liable to bear and pay the same within 15 (Fifteen) Days from receipt of the Promoters' written intimation in this regard.

23. The Allotee/s shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance as per clause ___ above.

24. Subject to the option selected by the Promoters as per clause ___ above, at the time of registration of conveyance of the said Land along with the said Building, the Allottee/s shall pay to the Promoter, the Allottee/s's share of stamp duty, registration fees and other charges, including legal fees, payable by the said Society or Limited Company on such conveyance or any document or instrument of transfer in favour of the said Society or Limited Company.

25. The Promoters alone will be entitled to the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unsold premises in the said Building which are not sold and disposed off.

26. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:-**

The Promoters hereby represents and warrants to the Allottee/s as follows:-

(i) The Promoters have clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the said Land and also have actual,

physical and legal possession of the said Land for the implementation of the Project;

(ii) The Promoters have lawful rights and requisite approvals from the concerned local authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;

(iii) There are no encumbrances upon the said Land or the project except those disclosed in the title report;

(iv) There are no litigations pending before any Court of law with respect to the said Land or project;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and said Premises 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 project, said Land and said Premises shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, the said Premises and common areas;

(vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

(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 said Land, including the project and the said Premises which will, in any manner, affect the rights of Allottee/s under this Agreement;

(viii) The Promoters confirm that they are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

(ix) 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 said Amalgamated Property to the competent authorities.

(x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the promoter in respect of the project land and/or the Project except those disclosed in the title report.

(xi) After obtaining Occupation Certificate in respect of the said Project, if there are any unsold residential flats/shop in the said Project, the Promoters shall not be liable to pay the maintenance charges in respect of such unsold commercial offices/shops for a period of 6 months (except the municipal property taxes to the MCGM).

27. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come, hereby covenant/s with the Promoters as follows:-

(i) To maintain the said Premises at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken or deemed to be taken and shall not do or suffer to be done anything in the said Premises or on the said Land on which the said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Premises or any part thereof without the consent of the local authorities, if required;

(ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Premises 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 any of the common areas or common facilities and in case any damage is caused to any of the said

Building on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;

(iii) To carry out at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

(iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Premises and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition 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;

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land the said Premises or any part thereof, if any or whereby any increased premium shall become payable in respect of the insurance;

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land;

(vii) Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Premises or to the Common Areas of the project;

(viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Allottee/s for any purposes other than for purpose for which it is sold;

(ix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Premises until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up unless approved by the Promoters, who may at their sole discretion permit/confirm the same;

(x) The Allottee/s shall observe and perform all the rules, regulations and bye-laws of the Shankar Chhaya Society/Kailash Kiran Society or the New Society as per clause ___ above wherein the Allotee/s shall be admitted as a Member. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

(xi) The Allottee/s 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 Land or any part thereof to view and examine the state and condition thereof.

28. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the formation of the New Co-operative Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the said Land or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises

hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said Building and the said Land is transferred to the Society/Limited Company as hereinbefore mentioned.

30. The Promoters have proposed to consume FSI of 17012.70 sq. mtr. (BUA) out of which the Promoters have present sanction and approval to consume FSI of 14839.08 sq.mtrs. (BUA). The Promoters shall have a right to make additions, alterations, to raise additional storeys or structures at any time as may be permitted by concerned authorities by using balance FSI that may be available now or in future or by bringing in Transferable Development Rights (TDR) from outside on to the said Land and such additions, alterations and additional structures or storeys shall be the sole property of the Promoters who shall be entitled to deal with or dispose of it in any manner that they may deem fit. The Promoters shall make sure that the new building is complete and fit for occupation in all respects and for the aforesaid purpose the Promoters shall be entitled to utilise and/or make connection from all water pipe-lines and storage tanks, sewerage and drainage pipe-lines, electric cables and electric lines and other convenience and amenities to the said additional storeys or structures which may be constructed by the Promoters.

31. The Promoters have informed and the Allottee/s is/are aware that the Promoters are planning to put up additional floors or additional construction on the said Building/Land in future other than the construction plans which have already been sanctioned. The Promoters have informed the Allottee/s that they shall put up further plans for sanctioning by the SRA/Concerned Authority for construction of additional floors or additional buildings on the said Land.

32. **THE PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:-**

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

33. **BINDING EFFECT:-**

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

34. **ENTIRE AGREEMENT:-**

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

35. **RIGHT TO AMEND:-**

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

36. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S:-**

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

37. **SEVERABILITY:-**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably

inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

38. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED TO IN THE AGREEMENT:-**

Wherever in this Agreement it is stipulated that the Allottee/shas/have to make any payment, in common with other purchasers in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the premises of the said Building in which the said Premises is situated.

39. **FURTHER ASSURANCES: -**

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

40. **PLACE OF EXECUTION: -**

The execution of this Agreement shall be complete only upon its execution by the Promoters through their authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in after the Agreement is duly executed by the Allottee/s 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.

41. The Allottee/s and/or the Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

42. That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters, as the case may be if sent to the following addresses:

(I)	Promoters' Name	:	**M/S. SHREE SAI REALTORS**
	Promoters' Address	:	201, Sai Plaza, R. B. Mehta Road, Ghatkopar (E), Mumbai 400 077.
	PAN	:	ADXFS6960K
	Notified Email ID	:	shreesai@hotmail.com
(II)	Name/s of Allottee/s	:	_____
	Allottee/s Address	:	_____ _____
	PAN	:	
	Notified Email ID	:	

It shall be the duty of the Allottee/s 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/s, as the case may be.

43. **JOINT ALLOTTEES: -**

That in case there are joint allottees all communications shall be sent by the Promoters to the allottees whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the allottees.

44. **STAMP DUTY AND REGISTRATION: -**

The charges towards stamp duty and Registration paid by Allotees

45. **DISPUTE RESOLUTION: -**

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

46. **GOVERNING LAW:-**

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground bearing Final Plot No. 19 admeasuring as per present Property Card as 1985.00 sq. mtrs. or thereabouts (without the entry of set-back area of 240 sq. meters already surrendered by the Society to MCGM as per the property card available with the Society to the Developers) leaving the balance Plot area as 1745 sq. meters, of Town Planning Scheme III of Ghatkopar, and Municipal Assessment Tax Bill No. N-84, Plot No. 19, N-84(2) 19A of Village- Ghatkopar Kirol, Taluka, Kurla, situate, lying and being at M.G.Road, Ghatkopar (E), Mumbai- 400 077 in the registration district and sub-district of Mumbai City and Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground admeasuring as per Property Card 1405.50 sq. mtrs. or thereabouts, bearing Final Plot No. 20 of Town Planning Scheme III of Ghatkopar, bearing CTS No.5958 of Village- Ghatkopar Kirol, Taluka, Kurla, situate, lying and being at Tilak Road, Opp. Sindhu Wadi, Ghatkopar (E), Mumbai- 400 077 in the registration district and sub-district of Mumbai City and Mumbai Suburban.

THE THIRD SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground bearing Final Plot No. 19 admeasuring as per present Property Card as 1985.00 sq. mtrs. or thereabouts (without the entry of set-back area of 240 sq. meters already surrendered by the Society to MCGM as per the property card available with the Society to the Developers) leaving the balance Plot area as 1745 sq. meters and Final Plot No. 20 of Town Planning Scheme III admeasuring as per Property Card 1405.50 sq. mtrs. or thereabouts of Village- Ghatkopar Kirol, Taluka, Kurla, situate, lying and being at Ghatkopar (E), Mumbai- 400 077 in the registration district and sub-district of Mumbai City and Mumbai Suburban.

THE FOURTH SCHEDULE ABOVE REFERRED TO

A Residential Flat/Shop No.____ admeasuring _____ sq. ft. (Rera Carpet area) on the ___ **floor** of the Project 'Sai Shankar' along with ___ **number of car parking/s** at **Ground/Podium level** __ to be constructed on the land described in the Third Schedule above.

THE FIFTH SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF COMMON AREAS & COMMON FACILITIES

1. Common areas shall include staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces abutting certain offices/shops and as such, exclusively allotted to the Allottee/s of the said Premises).
2. Common facilities in the said Building shall include:-
   a) Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
   b) Drainage and sewerage.
   c) Electrical common load wiring, starters/switches and all common wirings.
   d) Common lights in staircase/s, landing/s, gates, terrace and compound/s.

e) Compound gate/s.

f) Common compound walls.

g) Lifts.

SIGNED AND DELIVERED by the)

withinnamed **"PROMOTERS"**)

M/S. SHREE SAI REALTORS)

through their Authorized Partner)

MR. LEEBIN SREEDHARAN)

MUTHATHYAN)

in the presence of ……)

1.

2.

SIGNED AND DELIVERED by the)

Withinnamed **"ALLOTTEE/S"**)

_____

in the presence of ……)

1.

2.

RECEIPT

RECEIVED of and from the Allottee/s abovenamed, a sum of Rs.____ **/-** (**Rupees** _____ **Only**) being the part payment towards the said Premises.

We say Received

For, M/s. Shree Sai Realtors

(Partner)
PROMOTERS

Witnesses:

1.

2.