

## DRAFT AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, in the Christian Year Two Thousand Twenty Three **(2023)** BETWEEN **M/S. SPACE DEVELOPERS**, a partnership Promoters registered under the provisions of the Indian Partnership Act, 1932, having its office at Room No.12, Shiv Darshan CHS Limited., Opp. Mangatram Petrol Pump, Bhandup (West), Mumbai-400 078, 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 present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**;

**AND**

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hereinafter referred to as “**the Purchaser/s**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in case of Individual/s, his/her/their respective heirs, executors, administrators, permitted assigns; in case of a Partnership Promoters, the partners for the time being constituting such Promoters and the survivors of them and the heirs, executors, administrators of the last surviving partner; and in case of a Company, the successors and permitted assigns) of the **OTHERPART**.

**WHEREAS:**

- (a) By an Indenture dated 6<sup>th</sup> July, 1938 made between Mulji Haridas therein referred to as the Mortgagor of the first part, Jehangir Hormasji Modi the Trustee of the deed of arrangement dated 4<sup>th</sup> November, 1927 therein referred to as the Trustee of the second part, the Central Bank of India Limited therein called the Bank of the third part and Sir Mahomed Yusuf Kt. therein called the Purchaser of the fourth part, the Mortgagor at the request and the directions of the Bank assigned and the Trustee and the Bank assigned and confirmed unto the said Sir Mahomed Yusuf Kt., all that leasehold Village of Kanjur more particularly secondly described in the second schedule therein mentioned for the price therein mentioned. The said Indenture dated 6<sup>th</sup> July, 1938 is duly registered with the Sub-Registrar of Assurance at Bombay under Serial No.BOM/3376 of Book No. I of 1938 on 16<sup>th</sup> August, 1938 with a remark of the Registrar that he has all the powers of the Registrar except that of hearing appeals.
- (b) The aforesaid Indenture dated 6<sup>th</sup> July, 1938 was forwarded by the District Registrar of Bombay Suburban under Section No.67 of Act XVI of 1908 on 14<sup>th</sup> September, 1938 to the concerned authorities.
- (c) In the said Indenture dated 6<sup>th</sup> July, 1938, the leasehold land more particularly secondly described in the second schedule therein mentioned does not show any survey number as at that point of time no survey number was given to the said land and therefore it mentions broadly Village Kanjur and bounded with specific boundaries as mentioned therein.
- (d) After going through the certified copy of the Mal Patrak (reconciliation letter), the New Survey No.69 and New Survey No. 76, Hissa No.1 are formed from the Old Survey No.98 (part) and the Old Survey No.100 (part) of Village Kanjur, Taluka Kurla Mumbai Suburban District Mumbai (**hereinafter referred to as the said First Larger Lands of Land**).
- (e) As recorded on 28<sup>th</sup> April, 1961 in the Mutation Entry No.22, as per the KabjaWahivatPatriak (possession by way of occupancy) issued by the Deputy Inspector of Land Records B.D.S. the name of Sir Mahomed Yusuf Kt. was

entered in the Record of Rights of the New Survey No.69 admeasuring 1 Acre 1 Guntha being the part of the said First Larger Lands of Land.

- (f) As recorded in the Inquiry registered the name of the Rita Philips Patil alias D'mello is registered in Rakana (Column) No.4 as the Holder of the Portion of the First Larger Lands of Land bearing Old Survey No.98 (part) and the Old Survey No.100 (part) corresponding to New Survey No.69, corresponding C.T.S. No.351 admeasuring 2060.4 sq. meters and in the Inquiry Register there are various names of the interested parties along with the Rita Philips Patil alias D'mello as the Holder thereof which is recorded against the C.T.S. Nos. 351/1 to 100.
- (g) As per the KamijastPatrak, the said New Survey No.69 (part) is now corresponding to C.T.S. Nos. 351, 351/ 1 to 89 and as per the KamijastPatrak, the New Survey No. 69 (part) and New Survey No. 76, Hissa No.1 corresponds to C.T.S. Nos. 351/90 to 110 of Village Kanjur, Taluka Kurla Mumbai Suburban District Mumbai and the area as per Property Card Extract in all admeasures 3242.7 sq. meters and is more particularly described **Firstly** in the First Schedule hereunder written (hereinafter for brevity's sake referred to **"as the said First Land"**).
- (h) The Portion of the said First Land which is declared Non Agricultural Land and the remaining portion of the said First Land though used for the purpose of Non -Agricultural, the same is still not declared as Non- Agricultural and tenure remains as C-1 as per the Property Card.
- (i) The said Rita Philips Patil alias D'mello died intestate at Mumbai on 23<sup>rd</sup> March, 1973 leaving behind her (1) legal heirs of her pre-deceased son late Nicholas Philip D'mello namely (1a) Suzan widow of Nicholas Philip D'mello, (1b) Xavier son of Nicholas Philip D'mello and (1c) Erick son of Nicholas Philip D'mello, (1d) Jannet R. Zabeth married daughter of Nicholas Philip D'mello, (1e) Cotty M. Prasad married daughter of Nicholas Philip D'mello, (1f) Nika J. Gersu married daughter of Nicholas Philip D'mello, (2) married daughter namely Pauline Sebastian D'souza and (3) legal heirs of her pre-deceased married daughter late Joanne Alex Mendonza namely (3a) Alex Francis Mendonza husband of Joanne Alex Mendonza, (3b) Vincent son of Alex Mendonza, (3c) Roque son of Joanne

Alex Mendonza, (3d) Melvin son of Joanne Alex Mendonza, as her only surviving legal heirs and representatives according to law by which she was governed at the time of her death.

- (j) The Deputy Collector (ENC), Kurla-1 and Competent Authority vide their Notification Nos. SLM-IMP/CA-1/28 and SLM-IMP/CA-1/17 both dated 20<sup>th</sup> September, 1978 notified the Portion of the said First Land **admeasuring 3076.3 sq. meters** as Slum Area under 4(1) of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) and the Protection of Occupiers from Eviction and Distress Warrants Act, 1971 and the same was published in the Maharashtra Government Gazette Part-I –Bombay Divisional Supplement dated 27<sup>th</sup> September, 1978 and also in Maharashtra Government Gazette on 9<sup>th</sup> April, 1981.
- (k) The said Pauline Sebastian D'souza died intestate on 20<sup>th</sup> July, 1994 leaving behind her two sons namely (1) Allan Sebastian D'souza and (2) Edward Sebastian D'souza and six married daughters namely (1) Blanchy Anthony D'souza, (2) Dorothy Gabriel D'souza, (3) (Wilma) Emil Canue, (4) Matilda John Baretto, (5) Mary Baijal Karzai and (6) Magal Marcus Perreira as her only surviving legal heirs and representatives according to law by which she was governed at the time of her death.
- (l) The said Alex Francis Mendonza died intestate at Mumbai on 19<sup>th</sup> October, 1997 leaving behind him his three sons namely (1) Vincent son of Alex Francis Mendonza, (2) Roque son of Alex Francis Mendonza, (3) Melvin son of Alex Francis Mendonza as his only surviving legal heirs and representatives according to law by which he was governed at the time of his death.
- (m) The said Xavier Nicholas D'mello died intestate at Mumbai on 14<sup>th</sup> October, 2003 leaving behind him his widow Lucy Xavier D'mello as his only surviving legal heirs and representatives according to law by which he was governed at the time of his death.
- (n) The said Suzan widow of Nicholas Philip D'mello died intestate at Mumbai on 14<sup>th</sup> February, 2005 leaving behind her (1) legal heirs of Xavier Nicholas D'mello

namely Lucy i.e. widow of Xavier Nicholas D'mello (2) Erick son of Suzan Nicholas D'mello, (3) Jannet R. Zabeth married daughter of Suzan Nicholas D'mello, (4) Cotty M. Prasad married daughter of Suzan Nicholas D'mello, (5) Nika J. Gersu married daughter of Suzan Nicholas D'mello as her only surviving legal heirs and representatives according to law by which she was governed at the time of her death.

- (o) As the said First Land is occupied and encroached upon, the occupiers and encroachers thereon formed themselves into the Shivdarshan Co-operative Housing Society (proposed) (hereinafter for brevity sake referred to as the said society) and in pursuance of the said Special General Body Meeting held on 13<sup>th</sup> February, 2008, the said Society passed the resolution for developing the said First Land and more particularly described **Firstly** in the First Schedule hereunder written in favour of the Promoters and further passed the resolution thereby authorizing members of the committee to sign and execute the development agreement, irrevocable power of attorney and other relevant documents in favour of the Promoters for the development of the said First Land.
- (p) In pursuance of the said Resolution dated 13<sup>th</sup> February, 2008, the Society by the Development Agreement 16<sup>th</sup> February, 2008 granted the development rights of the said First Land to the Promoters for the development under the Slum Rehabilitation Act and upon the terms and conditions therein mentioned and in pursuance of the said Development Agreement 16<sup>th</sup> February, 2008 the Society also signed and executed an irrevocable power of Attorney dated 16<sup>th</sup> February, 2008 to and in favour of the then partners of the Promoters herein.
- (q) By the Development Agreement dated 22<sup>nd</sup> April, 2008 made between (1) Erick son of Nicholas Philip D'mello, (2) Lucy widow Xavier Nicholas D'mello, (3) Jannet R. Zabeth married daughter of Nicholas Philip D'mello, (4) Cotty M. Prasad married daughter of Nicholas Philip D'mello, (5) Nika J. Gersu married daughter of Nicholas Philip D'mello, (6) Allan Sebastian D'souza, (7) Edward Sebastian D'souza, (8) Blanche Anthony D'souza, (9) Dorothy Gabriel D'souza, (10) (Wilma) Emil Canue, (11) Matilda John Baretto, (12) Mary Baljal Karzai, (13) Magal Marcus Perreira, (14) Vincent Alex Mendonza, (15) Roque Alex Mendonza and (16) Melvin Alex Mendonza therein called the Owners of the One

Part and the Promoters herein through its then partner Shri Mohabbat Alam Khan, M/s. S.K. Arcade Private Limited through its director Shri Rajkumar Tejbahadur Singh and the present partner Shri Dheeraj Krishna Agrawal, therein called the Developers of the other Part, the Owners therein granted the development rights of the said First Land herein in all admeasuring 3242.70 sq. meters along with the land bearing City Survey Nos. 351, 351/ (part 1 to 110) admeasuring 3242.70 sq. meters being the First Land herein referred and City Survey Nos.354, 354 / (part1 to 56) in all admeasuring 1183.40 sq. meters and also land bearing C.T.S. No.355, 355/ (part 1 to 17) in all admeasuring 508 sq. meters and all together admeasuring 4934.10 sq. meters and more particularly described in the First Schedule thereunder written, to and in favour of the Developers therein herein referred to as the Promoters for the price and upon the terms and conditions therein mentioned. The said development Agreement dated 22<sup>nd</sup> April, 2008 is duly registered with the Sub-Registrar of Assurance at Kurla (1) under Serial No.BDR-3/4509 on 2008.

- (r) The Promoters submitted the proposal of redevelopment of the said First Land to the Chief Executive Officer, SRA and the same was accepted Chief Executive Officer, SRA and recorded in his note on 23<sup>rd</sup> July, 2008.
- (s) In the meantime, the aforesaid Society got registered under No. MUM/SRA/HSG/(TC)/12005/2011 on 6<sup>th</sup> April, 2011 with the Registrar of Societies East and West Suburban, Slum Rehabilitation Authority, Mumbai, of the slum dwellers of the said First Land.
- (t) As per the Order dated 2<sup>nd</sup> July, 2013 passed by the Collector of Mumbai Sub Urban District the area of the C.T.S. No.351 was rectified from 2060.4 sq. meters to 2468.6 sq. meters and therefore now the area of the said First Land as per C.T.S. Nos. 351, 351/1 to 110 as recorded in the Extract of Property Card in all admeasuring 3650.9 sq. meters and out of that an area admeasuring 3076.3 is declared as Slum area as per clause a(ix) herein above.
- (u) Thereafter by a Joint Development Agreement dated 15<sup>th</sup> April, 2010 made between Sanjana Mukesh Wig therein referred to as the Land Owner of the one part and the Promoters herein therein referred to as the Developers of the other part, the said Sanjana Mukesh Wig as the sole owner granted the development

rights of all that piece and parcel of land or ground situate lying and being at Near Mangatram Petrol Pump, Quarry Road , Off: L.B.S Marg, Bhandup (West), Mumbai – 400078 bearing Non Slum Lands bearing C.T.S. No. 575, 575/1 to 9 admeasuring 1226.58 sq. meters or thereabout of Village Kanjur, Taluka Kurla In the Registration District of Mumbai Suburban District (hereinafter for brevity's sake referred to **“as the said Second Land”**) and more particularly described **Secondly** in the Second Schedule hereunder written free from all encumbrances, mortgages, litigations and claim of any nature whatsoever to the Promoters herein and for the price and upon the terms and conditions therein mentioned. The said Joint Development Agreement dated 15<sup>th</sup> April, 2010 is duly registered with the Sub-Registrar of the Assurance at Kurla -2 (Vikroli) under Serial No.BDR-7-2787 of 2010 on 15<sup>th</sup> April, 2010.

- (v) Under clause 24 of the aforesaid Joint Development Agreement dated 15<sup>th</sup> April, 2010, the said Sanjana Mukesh Wig indemnified and kept indemnified harmless the Promoters herein therein referred to as the Developers, in respect of any claim, demand, proceedings, costs and expenses which may be incurred by the Promoters by reason of any defect in the title of the said Second Land.
- (w) By the Agreement of Right of Way dated 15<sup>th</sup> April, 2010 made between the said Sanjana Mukesh Wig therein referred to as the Land Owner, Releasor of the one part and the Promoters herein therein referred to as the Developers, Releasee of the other part, the said Sanjana Mukesh Wig granted the right of way from the said Second Land having the area 6.10 sq. meters in width and 35 meter in length approximately admeasuring 211.38 sq. meters to and in favour of the Promoters herein for the price and further upon the certain terms and conditions therein mentioned. The said Agreement of Right of Way dated 15<sup>th</sup> April, 2010 is duly registered with the Sub-Registrar of the Assurance at Kurla -2 (Vikroli) under Serial No.BDR-7-2790 of 2010 on 15<sup>th</sup> April, 2010.
- (x) In pursuance of the said Joint Development Agreement, the said Sanjana Mukesh Wig also signed and executed an Irrevocable General Power of Attorney dated 15<sup>th</sup> April, 2010 to and in favour of the then partner of the Promoters thereby empowering him to do all such acts, deeds, matters and things as therein mentioned in respect of the development of the said Second Land more particularly described **Secondly** in the Second Schedule hereunder written. The

said Irrevocable General Power of Attorney dated 15<sup>th</sup> April, 2010 is duly registered with the Sub-Registrar of the Assurance at Kurla -2 (Vikroli) under Serial No.BDR-7-2789 of 2010 on 15<sup>th</sup> April, 2010.

- (y) In pursuance of the Joint Development Agreement dated 15<sup>th</sup> April, 2010, the said Sanjana Mukesh Wig handed over the possession of the said Second Land to the Promoters.
- (z) The Promoters vide its letter dated 23<sup>rd</sup> April, 2010 applied to the Chief Executive Officer, SRA for the amalgamation of First Land with Second Land for the redevelopment as an amalgamated Land and the Chief Executive Officer, SRA recorded that no proposal is received by the concerned office for the development of the said Second Land till date and one number proposal is received on the said First Land and as mentioned in his note on 26<sup>th</sup> April, 2010.
- (aa) Thereafter the Chief Executive Officer vide its internal note dated 7<sup>th</sup> May, 2010 noted that the development of the said First Land being the Slum Land admeasuring 3076.30 sq. meters and an area admeasuring 166.40 sq. meters (encroached Lands which is non slum land as per Annexure- II with the said Second Land being Non-Slum Land admeasuring 1226.58 sq. meters is submitted for approval for joint development **as per clause 7.7** appendix IV of DCR 33 (10).
- (bb) The Deputy Chief Engineer, SRA issued the L.O.I. dated 29<sup>th</sup> May, 2010 bearing No.SRA/ ENG/ 1992/ S/PL/LOI for the development of the said First Land and the said Second Land in accordance with the Slum Rehabilitation Act, 1971 and D.C. Regulation No.33 (10) of D.C. Regulation 1991, out of maximum FSI of 3.00 shall be allowed to be constructed on the Slum Land being the said First Land and 1.00 F.S.I on non-slum land being the said Second Land (**hereinafter referred to as the "said Scheme" and wherever required also can be referred to as the "said Project"**), subject to the terms and conditions therein mentioned.
- (cc) By an undertaking dated 7<sup>th</sup> October, 2010 made by the then partner of the Promoters provided before the Chief Executive Officer, SRA, it was recorded that that the Promoters/Promoters will comply with all the terms and conditions



mentioned therein. The said Undertaking is duly registered with the Sub-Registrar of Assurance at Kurla -1 under Serial No.BDR-3-11133-2010 on 7<sup>th</sup> October, 2010.

(dd) By a letter dated 13<sup>th</sup> October, 2010, the Executive Engineer –I Slum Rehabilitation Authority informed that the layout/sub-division of the said First Land and the said Second Land is approvable as per the terms and conditions given in the registered undertaking dated 7<sup>th</sup> October, 2010.

(ee) As the First Land and Second Land were falling under the I-2 zone as per D.P. Remarks, the Promoters applied to the Executive Engineer (Development Plan) E.S. for conversion from General Industrial Zone to the Residential Zone and the said Executive Engineer (Development Plan) E.S. vide his letter No. CHE/3220/DPES/NST dated 14<sup>th</sup> July, 2011 informed that the user of the First Land and the Second Land is permissible in Residential Zone (R-2) from General Industrial Zone (I-2 Zone) subject to the terms and conditions therein mentioned including the conditions as herein mentioned i.e. to say

*“5. That the ownership shall be scrutinized in detail by EE(SRA) before approval of the Plans.*

*7. That the registered undertaking shall be submitted in EE(SRA)’s office indemnifying the MCGM against the ULC orders if any, passed by Collector & CA UL(C&R).*

*12. That the out of the total B.U.A. proposed to be utilized for residential development 20% of the same shall be built for residential tenements having built up area upto 50 sq. mt.*

*14. That the suitable clause in sale agreement of the prospective buyers stating that the segregating distance provided is deficient shall be incorporated and sample copy of the agreement shall be submitted to EE(SRA).*

*15. That the N.O.C. from Reliance Energy/BSES shall be obtained before planning future development in the vicinity of O.H. Electrical lines, pylon and Electric Sub-Station, if necessary*

*16. That the 5% amenity open space admeasuring 208.91 sq. meters shall be handed over to M.C.G.M in lieu of FSI/TDR benefit before requesting for C.C. Beyond 50% of permissible FSI.*

17. That 9.00 mt. wide permanent Right of Way from 27.40 mt. wide D.P. Road for proposed 5% amenity open space adm. 208.91 sq. mts. Shall be provided and Regd. document for the same shall be executed in consultation with the Law Officer of MCGM and suitable conditions to that effect shall be incorporated in sale agreement and allotment letter issued to the allottees by SRA.”

- (ff) The Executive Engineer (SRA) issued the I.O.A. dated 8<sup>th</sup> August, 2010 bearing No. SRA/ ENG/2464/S/PL/AP and sanctioned the Plan for the **Building No.2 (Sale Building)** to be constructed on the said First Land and the said Second Land ~~and also Land~~ bearing C.T.S. Nos. 575, 575/ 1 to 9 (wrongly mentioned therein as 17) subject to certain terms and conditions therein mentioned.
- (gg) The Deputy Chief Engineer, SRA issued the Revised L.O.I. dated 28<sup>th</sup> December, 2010 bearing No.SRA/ENG/1992/S/PL/LOI for the development of the said First Land and the said Second Land in accordance with the Slum Rehabilitation Act, 1971 and D.C. Regulation No.33 (10) of D.C. Regulation 1991, out of maximum FSI of 3.91 shall be allowed to be constructed on the Slum Land being the said First Land out of which maximum FSI of 3.00 and Zonal F.S.I 1.00 on non slum land being the said Second Land will be allowed to be consumed on the said First and the said Second Land subject to the terms and conditions therein mentioned.
- (hh) The Executive Engineer (SRA) issued the I.O.A. dated 3<sup>rd</sup> February, 2011 bearing No. SRA/ ENG/2456/S/PL/AP and sanctioned the Plan for the **Building No.1(Composite)** on the First Land and the said Second Land though the Promoters are constructing the Composite Building No.1 on the said First Land as per the sanctioned plan.
- (ii) The Deputy Chief Engineer, SRA issued the Amended L.O.I. dated 12<sup>th</sup> October, 2011 bearing No.SRA/ ENG/ 1992/ S/PL/LOI for the development of the said First Land and the said Second Land and the same is issued in continuation of the earlier LOI dated 28<sup>th</sup> December, 2010, subject to certain terms and conditions therein mentioned.

- (jj) The Executive Engineer (SRA) I issued the Commencement Certificate dated 5<sup>th</sup> November, 2012 bearing No. SRA/ENG /2456/S/PL/AP for construction of the Composite Building No.1 upto plinth level.
- (kk) The Collector of Mumbai Suburban vide his order dated 2<sup>nd</sup> July, 2013/2191 bearing Ref. No.JI.A.BH.A/3C/SE.DU/ SRA1328/ 2013 admeasured the entire First Land and the said Second Land, and accordingly the area was corrected for the C.T.S. No.351 admeasuring 2060 sq. meters to 2468.6 sq. meters and also C.T.S. No.575/8 admeasuring 700.8 sq. meters to 653.6 sq. meters and ordered the City Survey Officer Kanjur Village to correct the area as stated in the said order.
- (ll) The Deputy Chief Engineer SRA issued the Revised L.O.I dated 21<sup>st</sup> November, 2013 bearing No. SRA/ENG/1992/ S/PL/LOI ~~thereby~~ in respect of said First Land being the slum Land and development of the nonslum Land being the said Second Land in the said Scheme, subject to certain other terms and conditions therein mentioned including the conditions No.19 which reads as follows i.e. to say
- “19. That the Registered Undertaking shall be insisted from the developer stating that he will restrict the construction of the Building upto 75% BUA and any changes in Lands boundary or Lands area the plans shall be got approved from the office by submitting amended plans, Further any excess area if constructed beyond that will be demolished at his risk & cost And SRA Staff will be not held responsible for any dispute arises out of the same.”***
- (mm) Thereafter the Executive Engineer (E.S) SRA, issued the Amended I.O.A. dated 22<sup>nd</sup> November, 2013 bearing No.SRA/ ENG/2456/ S/PL/AP and sanctioned the Plan for the Building No.1 (Composite) to be constructed on the said First Land and the said Second Land subject to certain terms and conditions therein mentioned.
- (nn) Thereafter on 30<sup>th</sup> December, 2013 the Commencement Certificate in respect of the Building No.1 (Composite) was extended upto 17<sup>th</sup> Floor +LMR+ OHT on the said First and the said Second Land as per the amended sanctioned plan dated 22<sup>nd</sup> November, 2013 and the same was revised as per the amended sanctioned plan dated 21<sup>st</sup> November, 2017.

- (oo) By a letter dated 31<sup>st</sup> July, 2014 the City Survey Officer Mulund informed the District Land Revenue Officer (SRA) that the survey and demarcation of the said First Land and the said Second Land is conducted and the area under the said Scheme is mentioned therein.
- (pp) As there is an entry of Adarsh Water Parks and Resorts Private Limited in other rights column of the said First Land, the Adarsh Water Parks and Resorts Private Limited by a Declaration cum Indemnity dated 24<sup>th</sup> May, 2016 unconditionally and permanently withdrew all its claim, right, title and/or interest (if any) in the said First Land. The Declaration Cum Indemnity dated 24<sup>th</sup> May, 2016 is duly registered with the Sub-Registrar of Assurances at Kurla-2 under Serial No.BRL-2-5372-2016 on 26<sup>th</sup> May, 2016.
- (qq) By a Certificate dated 4<sup>th</sup> August, 2018 issued by the Arcvishan Infratech Limited, authorised license surveyor, interalia stating that the Rehab as well as Sale built up area being phase wise proposed development of the Composite Building No.1 to be constructed out of the F.S.I generated from the Lands bearing C.TS. Nos.351, 351/ 1 to 110 of Village Kanjur, Quarry Road, Near Mangatram Petrol Pump Bhandup (West), Mumbai-400 078 being the said First Land herein and more particularly described **Firstly** in the First Schedule hereunder written under the said Scheme and no other F.S.I or land is utilized either directly or indirectly in any manner for the construction of the said Composite Building No.1 other than F.S.I of the said First Land bearing C.TS. No.351, 351/ 1 to 110.
- (rr) In the circumstances hereinabove and in view of the permissions etc., accorded from the SRA and specifically Certificate issued by Mr. Naresh Patil director of Arcvishan Infratech Ltd., an authorised license surveyor of the said Project vide his letter dated 4<sup>th</sup> August, 2018 bearing Ref No. AIL/10985, the Promoters developed the said First Land by constructing thereon the **Building No.1 (Composite)** in accordance with and subject to the permissions granted by the SRA and other concerned authorities.
- (ss) The Advocates and Solicitors Vimla & Co., issued the Title Certificate dated 2<sup>nd</sup> March, 2019 whereby certified that the title of the Promoters in respect of the

Lands more particularly described **Firstly and Secondly** in the First Schedule hereunder written. The Lands more particularly described **Firstly and Secondly** in the First Schedule hereunder written are collectively referred to as **“the said Lands”**.

- (tt) Subsequent thereto, certain disputes had arisen between Mrs. Sanjana Mukesh Wig i.e. the owner of the Land more particularly described **Secondly** in the Second Schedule hereunder written and the Promoters and the same was settled by and between the parties vide a Supplementary Agreement cum Settlement dated 16<sup>th</sup> December, 2021 made and executed between the said Mrs. Sanjana Mukesh Wig and the Promoters.
- (uu) In pursuance thereof, the Promoters developed the Land more particularly described **Firstly** in the First Schedule hereunder written by constructing thereon the Building No.1 (Composite) consisting of Rehab component and Sale component therein and have further obtained the Full Occupation Certificate dated 23<sup>rd</sup> November 2022 in respect thereof from the SRA.
- (vv) The Promoters are further constructing a multistoried Sale Building and another building of ground + 1 upper floor on the said Lands as per the sanctioned and/or revised amended plans by utilizing the FSI generated out of the Land more particularly described **Firstly** in the First Schedule hereunder written and shall utilize the remaining F.S.I thereof and that of the Land more particularly described **Secondly** in the Second Schedule hereunder written in terms of the L.O.I.'s and further revalidated LOI's obtained by them from the SRA.
- (ww) The Promoters have obtained the following permissions and/or sanctions from the SRA i.e.
  - (i) L.O.I dated 29<sup>th</sup> May, 2010;
  - (ii) Revised L.O.I dated 28<sup>th</sup> December, 2010 (Composite Building No.1);
  - (iii) I.O.A. dated 3<sup>rd</sup> February, 2011 (Composite Building No.1);
  - (iv) I.O.A. Dated 8<sup>th</sup> August 2011 (Sale Building No.2);
  - (v) Amended L.O.I dated 12<sup>th</sup> October, 2011;

- (vi) Revised L.O.I dated 21<sup>st</sup> November, 2013;
- (vii) I.O.A. dated 22<sup>nd</sup> November, 2013 (Composite Building No.1);
- (viii) I.O.A. dated 10<sup>th</sup> July, 2017 (Sale Building No.2);
- (ix) I.O.A. dated 21<sup>st</sup> November, 2017 (Composite Building No.1)
- (x) Revised L.O.I dated 31<sup>st</sup> December,2020;
- (xi) I.O.A dated 26<sup>th</sup> March,2021 (Composite Building No.1);
- (xii) I.O.A. dated 18<sup>th</sup> August, 2021 (Sale Building No.2);
- (xiii) IOA dated 14<sup>th</sup> July 2022 (Composite Building No.1).
- (xiv) I.O.A. dated 10<sup>th</sup> May, 2023 (Sale Building No.2).
- (xv) Commencement Certificate dated 5<sup>th</sup> November, 2012 in respect of the Composite Building No.1 and extended upto 18<sup>th</sup> floor on 30<sup>th</sup> December, 2013 & Full C.C re-endorsed on 21<sup>st</sup> November,2017 & 26<sup>th</sup> March,2021 & 14<sup>th</sup> July 2022.
- (xvi) Commencement Certificate dated 17<sup>th</sup> October, 2017 in respect of the Sale Building No.2 re-endorsed and extended upto 14<sup>th</sup> upper floors for entire work and 15<sup>th</sup> to 19<sup>th</sup> upper floors for R.C.C. framework on 10<sup>th</sup> August, 2023.
- (xx) Accordingly, the Promoters are absolutely entitled to construct the Buildings on the Lands with the right to use the F.S.I., fungible F.S.I and T.D.R. or any other F.S.I. available in any name whatsoever and are entitled to deal with or dispose of their entitlement in the Buildings for such consideration, as they deem fit and proper.
- (yy) The Promoters have also entered into an agreement with Architects M/s. Arcvishan Infratech Ltd. registered with the Council of Architecture and the Promoters have appointed a M/s Profile Structural Engineer for structural designing and drawings of the Building to be constructed on the Lands and the Promoters have accepted the professional Supervision of the Architect and the Structural Engineer till the completion of the Buildings.

(zz) In pursuance of the Development Agreements and the Joint Development Agreement as herein above referred, the Promoters have got approved the Sale Building No.2 plan from the SRA vide I.O.A. bearing No. SRA/ENG/2464/S/PL/AP dated 10<sup>th</sup> May, 2023 and have also obtained the Commencement Certificate bearing No. SRA/ENG/2464/S/PL/AP dated 17<sup>th</sup> October, 2017 re-endorsed and extended upto 14<sup>th</sup> Upper floor for Entire work and 15<sup>th</sup> to 19<sup>th</sup> upper floors for R.C.C. framework on 10<sup>th</sup> August, 2023, for the commencement of the construction of the Building No.2 (hereinafter for brevity's sake referred to as **"the said Building"**) to be constructed on the Lands more particularly described **Firstly** in the First Schedule hereunder written. While sanctioning the Building plan, SRA has imposed certain terms and conditions. In accordance therewith, the Promoters have given an undertaking to the SRA. The copies of the **I.O.A.** and **C.C.** are annexed hereto as **Annexure "1" and "2"** respectively.

(aaa) The Promoters have represented to the Purchaser/s that they will construct the multistoried Building on the Lands consisting of podium parking with ramp access as per the sanctioned plan and/or amended plan duly approved by the SRA or as and when the same to be further amended from time to time.

(bbb) While sanctioning the plan the concerned Local Authority, SRA and/or State and Central Government had laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Lands and construction of the Buildings. Such terms and conditions shall also be fulfilled and/or complied by the Purchaser/s individually and/or jointly by the Society.

(ccc) The Purchaser/s demanded from the Promoters and the Promoters have given to the Purchaser/s an inspection of all the documents of title relating to the Property and the lay out plan, plans, floor plans, designs and specifications prepared by the Promoters' Architect and all such other documents as are specified under the as per the provisions of the Real Estate (Regulation & Development) Act, 2016 (**"the Act"**) and the Rules made there under and have inspected all the plans and specifications and also the Promoters have furnished to the Purchaser/s the copies of all the deeds, documents and

writings relating to the rights of the Promoters to develop Property (including the Transaction Documents) and has also furnished to the Purchaser/s copies of all the approvals and sanctions (including the Building Plan) obtained by the Promoters from SRA and all other statutory and relevant authorities for the development of the Property as per the provisions of the Act and the Purchaser/s have duly examined and verified the same and is/are satisfied with the same and on the basis thereof has/have agreed to purchase the Premises. The Purchaser/s has/have read all the terms and conditions of the title documents and is/are satisfied with the title of the Promoters in respect of the Property and the Purchaser/s shall hereafter not raise any requisition or objection for the same nor the Promoters shall be liable to entertain any such requisitions from the Purchaser/s.

(ddd) The copies of Certificate of Title and the Supplementary Title Certificate issued by Vimla & Co., the Advocates & Solicitors of the Promoters, showing the nature of title of the Promoters to the Lands on which the proposed Building to be constructed and the copy of the extract of property register cards are annexed hereto as **Annexure "3" and "4" respectively**;

(eee) The Building will be constructed for the purpose of **residential use only** and Purchaser/s shall not be entitled to use the same for any other purpose without obtaining the prior written consent from the Promoters and/or concerned authorities.

(fff) Pursuant to the negotiations held between the Promoters and the Purchaser/s, the Purchaser/s has/have agreed to purchase from the Promoters, on ownership basis, a Flat with amenities more particularly described in the **Second Schedule** hereunder written, hereinafter referred to as **"the Premises"** and shown in red hatched lines on the typical floor plan annexed hereto as **Annexure "5"** and the common amenities in the Building is more particularly mentioned in the **Third Schedule** hereunder written for a total lumpsum consideration more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as **"the Consideration"** payable to the Promoters in the manner set out thereunder written and on the detailed terms and conditions agreed between the Promoters and the Purchaser/s as recorded herein.



(ggg) The Purchaser/s has/have entered into this agreement with full knowledge of all the terms and conditions contained in the development agreement, documents, undertakings, papers, plans etc., recited as referred in this Agreement;

(hhh) Under the Act, the Promoters are required to execute an Agreement for Sale of the Premises to the Purchaser/s being these presents as hereinafter appearing:

**NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. The recitals hereinabove shall form an integral part of this Agreement as if the same are incorporated herein verbatim in the operative part hereof and to be interpreted and construed and read accordingly.

2. The Promoters shall construct the multistoried residential Sale Building No.2 known as **“SKY-27”** (hereinafter for referred to as **“theBuilding”**), as per the layout and Building plans sanctioned by SRA and the sanctioned plans and/or amended plans which have been seen and approved by the Purchaser/s.

3. The Purchaser/s declare/s that:

- (i) prior to the execution of this Agreement, the Purchaser/s has/have taken inspection of all relevant documents and have received the copies thereof from the Promoters and the Purchaser/s has/have satisfied himself/herself/themselves/itself fully in respect of the Promoters' Title to the Property and seen the site and have further informed that all the common amenities will be handed over to the Society upon the completion of the Building as herein mentioned and the Purchaser/s do and each of them/doth hereby accept the same and agree/s not to raise any requisition or objection/s relating thereto at any stage.
- (ii) the Purchaser/s has/have read and understood and is fully aware of the terms and conditions of the I.O.D., C.C. etc., the Promoters' rights, liabilities there under and in respect of the Property and the Promoters' Entitlement in the

Building , which shall absolutely belong to the Promoters and the Purchaser/s hereby accord his/her/their/its express “No Objection” thereto and further hereby agree/s to accept the terms and conditions unconditionally and absolutely and further that the Promoters have agreed to sell and transfer the Premises to the Purchaser/s, expressly relying on the assurance and declaration of the Purchaser/s to that effect and as hereinabove mentioned.

- (iii) the Purchaser/s has/have been informed by the Promoters and is/are aware that notwithstanding what is agreed herein for the use of the car parking spaces, the Purchaser/s may be charged parking fees on such basis as may be decided by the Promoters and the Society at their absolute discretion and the Purchaser/s shall not dispute the same and/or delay payment of such charges on any pretext whatsoever.
- (iv) the Purchaser/s has/have been informed by the Promoters that the percentage of the undivided interest of the Purchaser/s in the Property shall be in proportion of the area of the Premises agreed to be sold hereunder to the total area of the Building.
- (v) the Purchaser/s shall have right title and interest in respect of the Premises only and shall have no right title or interest in respect of the common area by the Promoters herein in any manner whatsoever save and except the rights to use granted hereunder.

4. The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s the Premises, being the Flat more particularly described in the **Second Schedule** hereunder written, hereinafter referred to as “**the Premises**” and shown in **red hatched lines** on the typical floor plan annexed hereto and marked as **Annexure “5”** with such **Amenities in the said Premises and the Common Amenities** in the Building more particularly mentioned in the **Third Schedule** hereunder written for a total lumpsum consideration more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as “**the Consideration**” payable to the Promoters in the manner set out in thereunder written, subject to deducting the TDS @ applicable rate as per the prevalent provisions of the Income Tax Act, 1961 and as amended and TDS certificate on each such installment shall be handed over to the Promoters including

the proportionate price of the common areas and facilities appurtenant to the Premises as herein mentioned. The Purchaser/s shall deposit TDS so deducted in the government treasury by furnishing challan-cum-statement in Form No.26 QB to the Director General of Income-tax (System) or to the person authorized by her/him/them in that behalf, within seven (7) days from the end of the month in which the deduction is made, and issue a TDS certificate in Form No.16B to the Promoters within fifteen (15) days from the due date for furnishing the challan-cum-statement in Form No.26QB, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him/her/them, so as to enable the Promoters to give credit to the Purchaser/s for the same.

The time for payment of each of the installments/ payment/ deposits to be made by the Purchaser/s, is the essence of the contract and the Purchaser/s shall be liable to pay to the Promoters interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent on all amounts due and payable by the Purchaser/s under this Agreement, if any, such amount remains unpaid for a period of seven (7) days or more after becoming due in terms aforesaid and hereunder.

In case of the dishonor of any cheque, issued by the Purchaser/s or any of the Purchaser/s, pursuant to this Agreement, for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' the cheque bouncing charges shall be minimum of Rs. 1000/- (Rupees One Thousand Only) per instance per day of delay, which shall be payable by the Purchaser/s, who issued the cheque in question. The Purchaser/s must also ensure payments of the amount of the cheque in question and the cheque bouncing charges within 15(fifteen) days from the date of the dishonor of the cheque, failing which such cheque dishonoring charges of Rs. 1,000/- (Rupees One Thousand Only) per instance per day of delay shall increase to Rs. 10,000/- (Rupees Ten Thousand Only) per instance per day of delay.

5. The Purchaser/s is/are fully aware that as per prevalent statute, GST is leviable/applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction, shall proportionately increase to the extent of the liability of

such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the GST along with each installment from the effective date and further shall not dispute or object to the payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder, if such payment is not accompanied with the applicable GST amount and/or any other taxes levied thereon etc., Provided Further that, if on account of change/ amendment in the present statute or laws, rules, regulations and policies or enactments of new legislation or new laws by the Central and/or State Government, any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or the aforesaid taxes levied is increased on account of revision by the Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Promoters shall not be liable to pay the same in any manner whatsoever.

6. The Purchaser/s agree/s and undertake/s to pay all the amounts payable under this Agreement within Seven (7) days from the date of Promoters intimating to the Purchaser/s that the amount is due and payable and the Purchaser/s shall without any objections or requisitions as regards to the payment of the amount payable as per the intimation, make due payment of the same and further the Promoters are not bound to give any further notice/intimation as a reminder and further absence of any such reminder shall not be deemed as an excuse for non-payment of any amounts on the due dates.

7. Without prejudice to the rights of the Promoters to receive interest at the rate of State Bank of India highest Marginal Cost of Lending Rate plus two percent on all amounts due and payable by the Purchaser/s on the delayed payments, if the Purchaser/s commit default: (a) in payment of any of the installments on their respective due dates (time being the essence of the contract), and/or (b) in observing and performing any of the terms and conditions of this Agreement and if the allottee committing three defaults of payment of installment, inspite of 15 (fifteen) days' notice to be sent by the Promoters to the Purchaser/s (prior to the Purchaser/s taking possession of the Premises), the Promoters shall be at liberty to terminate this Agreement in terms of these presents and as hereinafter stated.

8. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said Premises along with the **car parking space/s for the lump sum consideration as mentioned in the** Second Schedule hereunder written.

The Promoters will be entitled to allot the parking spaces out of the Entitlement of the Promoters (**"the Parking Space"**) for the Purchaser/s of the Premises in the Building.

The Promoters shall be fully entitled and shall have the exclusive right and discretion to allot (for the purposes of use of) the parking space (s) to the Purchaser/s of Premises in the Building in such manner as they deem fit.

Such allotment of a parking vehicles would entitle the Purchaser/s only to an exclusive use of a particular parking space vis-s-vis the Premises and hereinafter referred to as **"the Parking Space"** as a limited common area and facility. Any reference to allotment of the Parking Space in this Agreement shall mean the exclusive right of the Purchaser/s to the Parking Space allotted to the Purchaser/s vis-a vis the Premises as limited common area and facility and nothing further and the same shall in no manner be constructed as a sale or disposal of the Parking Space.

The Parking Space allotted to the Purchaser/s vis-a vis the Premises forms an integral part of the Premises and cannot be dealt with separately in isolation from the Premises by the Purchaser/s.

The Purchaser/s is/are aware that similar exclusive usage rights of the respective parking spaces to other purchasers of the Premises shall be granted by the Promoters and that the same shall be binding on the Purchaser/s, his/her/their/its assigns and nominees. The details of the allotment of the Parking will be handed over to the Buildings' Society as and when the charge is handed over to the Society by the Promoters.

9. The common areas, facilities, common amenities in the Building including that may be usable by all the Purchaser/s alongwith the other Purchaser /s in the Building on a non-exclusive basis are set out in the **Third Schedule** hereunder written (Common Amenities) annexed hereto and the same is subject to change.

It is further agreed that the Purchaser/s has/have the right to use the common amenities as more particularly described in the **Third Schedule** hereunder written and provided across the Property however, subject to the compliance of Rules, Regulations and Bye-Laws of the Common Organization and on payment of regular maintenance charges.

10. The Purchaser/s has/have the right to use the common area and amenities, however, subject to the compliance of Rules, Regulations and Bye-Laws of the Society and on payment of regular maintenance charges. The Purchaser/s agree/s that the aforesaid common area and amenities shall be used only by Purchaser/s and his/her/their/its servants/any outsiders are not permitted to use the same.

11. The Purchaser/s shall not intervene into the smooth functioning of the construction/development activity, if in any manner whatsoever in case if any work is going on and be carried out by the Promoters or any prospective purchasers, the Purchaser/s has/have agreed not to raise any objection in this regard, whatsoever.

12. The Promoters shall be entitled to avail loans from financial institutions and/or Banks etc., for the Entitlement of the Promoters in the Building as mentioned in the Development Agreement in, against the security of the Premises forming part of the Entitlement of the Promoters subject however that any such mortgage and/or charge created by the Promoters shall not adversely affect the rights of the Purchaser/s in respect of the Premises agreed to be sold to him/her/it/them hereunder and in terms of these presents.

13. (i) The possession of the Premises shall be delivered by Promoters to the Purchaser/s on or before 31<sup>st</sup>December 2028(grace period of 12 months);**PROVIDED THAT** all amounts due and payable by the Purchaser/s herein including the consideration have been paid in full and the Purchaser/s has/have otherwise complied with the terms and conditions of this Agreement

**PROVIDED HOWEVER** the Promoters are entitled to reasonable extension of time for giving delivery of the Premises on the Possession Date if the completion of the Building in which the Premises is situated, is delayed on account of any force majeure/vis majeure event including the following clause 14(ii) (**"Force Majeure"**):-

(ii) Notwithstanding anything contained to the contrary herein, the Promoters shall not incur any liability, if it is unable to deliver possession of the Premises by the aforesaid date, if the completion of the Building is delayed on account of any force majeure events; i.e. (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.

(iii) The Promoters may complete any part thereof or floors of the Building or any part thereof and obtain part occupation certificate and give possession of the Premises to the Purchaser/s and the Purchaser/s shall not be entitled to raise any objection for the same and shall take the possession failing which all the consequence as herein above mentioned will be applicable. After giving the possession of the Premises also the Promoter/s or their agents or contractors shall carry on the remaining work with the Purchaser/s occupying the Premises. The Purchaser/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to the Purchaser/s. The Promoters shall endeavor to minimize the cause of nuisance or disturbance.

(iv) The Purchaser/s shall alone be liable to carry out the internal furnishing work in the Premises and the Promoter/s shall not be liable for the same in any manner whatsoever, particularly since the Premises shall be provided to the Purchaser/s in accordance with the terms agreed by and between the parties.

(v) The Purchaser/s shall pay to the Promoters till the Promoters hand over the charge of the completed Building to the Society the maintenance charges on or before the due date as per the rules and regulations of the Society.

14. If the Promoters fails to abide by the time schedule for completing the Real Estate Project i.e. the Building and for handing over the Premises to the Purchaser/s on the Possession Date (save and except Force Majeure), then the Purchaser/s shall be entitled to either of the following:-

(i) Call upon the Promoters 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 Rate for every month of delay from the possession date of the Consideration paid by the Purchaser/s. The interest shall be paid by the Promoters to the Purchaser/s till the date of offering to hand over of the possession of the Premises by the Promoters to the Purchaser/s;

**OR**

(ii) The Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier/E-mail/Registered Post A.D. at the address provided by the Promoters (**"Purchaser/s Termination Notice"**). On the receipt of the Purchaser/s Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Purchaser/s Termination Notice by the Promoters, the Promoters shall refund to the Purchaser/s the amounts already received by the Promoters under this Agreement with interest calculated at the rate of the State Bank of India highest Marginal Cost of Lending Rate plus two percent thereon from the date the Promoters 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 Promoters (as stated in this clause), the Purchaser/s shall have no claim of any nature whatsoever on the Promoters and/or the Premises and the Promoters shall be entitled to deal with and/or dispose of the Premises in the manner it deems fit and proper.

In case if the Purchaser/s elects his/her/its/their remedy under sub-clause (i) above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause (ii) above.

(iii) It is agreed that upon the termination of this Agreement by the Purchaser/s, the claim of the Purchaser/s shall be restricted to refund of



monies to be paid with simple interest as herein above mentioned and that the Purchaser/s shall not be entitled to claim any amounts towards loss, damages and/or mental trauma or otherwise. Neither party shall have any other claim against the other in respect of the Premises and/or any claim arising out of this Agreement and the Promoters shall be at the liberty to sell and dispose of the Premises to any other person at such price and upon such terms and conditions as the Promoters may deem fit and proper.

(iv) If as a result of any legislative order or regulation or direction of the Government or Public Authorities or for any natural calamity for any other reason beyond the control of the Promoters, the aforesaid Building is not completed and/or the possession of the Premises is not given to the Purchaser/s, the only responsibility and liability of the Promoters will be to pay over to the Purchaser/s and the other persons who may have purchased or who may purchase hereafter, the Premises in the Building, the total amount that may be received by the Promoters but without any interest thereon and save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement, or otherwise howsoever. The amount so refunded shall be in full and final satisfaction and settlement of the claim of the Purchaser/s under this Agreement. The Purchaser/s agree/s that receipt of the refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents, whether the Purchaser/s accept/s or encash/es the Cheque or not, will be considered as refund of the amount in terms of these presents.

(v) The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupation certificate is granted by the competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to the variation cap of 3% (three percent). The total price payable for the carpet area of the Premises shall be recalculated upon confirmation by the Promoters. It is expressly agreed that if there is any increase in the carpet area allotted to the Purchaser/s, then in such case the Promoters shall be entitled to demand the additional amount from the Purchaser/s towards the consideration and the Purchaser/s shall not object for the payment of the additional amount on any ground whatsoever, which additional amount shall be payable by the Purchaser/s prior to taking

possession of the Premises without any delay. It is clarified that all monetary adjustments as envisaged in this Clause shall be made at the same rate per square feet and computed on the basis of the total consideration as mentioned in the **Fourth Schedule** hereunder written.

15. (i) The Purchaser/s shall take possession of the Premises within 15 (fifteen) days of the Promoters giving written notice to the Purchaser/s informing that the Premises is ready for use and occupation.

(ii) Upon possession of the Premises being delivered to the Purchaser/s, he/she/it/they shall be entitled to the use and occupy the Premises and thereafter he/she/it/they shall have no claim against the Promoters in respect of any item of work or amenities in the Premises or otherwise in the Building, which may be alleged not to have been carried out or completed.

(iii) Provided that if within a period of five years from the date of handing over the said Premises to the purchaser/s, the Purchaser/s bring/s to the notice in writing, of the Promoters any structural defect in the Premises or the Building in which the Premises is situated or the material used in the construction of the Building, then, wherever possible such defects shall be rectified by the Promoters, as per the Act, at their own costs and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change. However, if the Purchaser/s carry out any alteration or addition or change in the Premises and/or the Building without obtaining prior written permission of the Promoters and the concerned Authorities wherever required, the liability of the Promoters shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at his/her/its/their own cost/s.

(iv) The Purchaser/s shall take possession of the Premises within a period of 15 (fifteen) days of the Promoters giving written notice to the Purchaser/s intimating that the Premises is ready for use and occupation. On the expiry of the period of 15 (fifteen) days from the date of such notice in writing given by the Promoters to the Purchaser/s that the Premises is ready for use and occupation, irrespective of whether the possession of the Premises is taken or

not in accordance with the provisions of this Agreement, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the built up floor area of the Premises) of all outgoings in respect of the Property and the Building, namely local taxes, property tax, betterment charges, premium, if any payable to the SRA, or such other levies by the concerned local Authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security staffs, sweepers and other expenses necessary and incidental to the management and maintenance of the Property and such parts thereof and the Building thereon to the Promoters, until the Building is completed in all respect and Furthermore, if on the expiry of 15 (fifteen) days from the date of the aforesaid possession notice and for any reason whatsoever, the Purchaser/s fails to take exclusive physical possession of the Premises, the Purchaser/s agree/s that the Purchaser/s shall be liable to pay holding charges at the rate of Rs.25/- (Rupees Twenty Five Only) per square feet of built up area of the Premises per month to the Promoters over and above the maintenance charges, property tax, etc.,

(v) The Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser/s further agree/s and undertake/s that the Purchaser/s shall pay to the Promoters provisional monthly contribution as applicable at the time of handing over the possession towards outgoings and maintenance expenses for Premises. However, the Purchaser/s shall before taking possession of the Premises pay to the Promoters the sum as applicable at the time of handing over the possession for the period of 12 (twelve) months maintenance charges as advance payment of maintenance charges. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and shall remain with the Promoters till the charge of the Building is handed over to the Society, if any, the Promoters shall transfer the balance amount to and in favour of the Society. In case of the deficit of the maintenance charges as herein mentioned above, then in such case the Purchaser/s shall further pay his/her/its/their proportionate share of outgoings and after the 12 (twelve) months either Purchaser/s shall pay further advance 6 (six) months maintenance charges or shall pay regularly on or before the 5<sup>th</sup> day of each and every month in advance as may be decided by the Promoters and shall not withhold the same for any reason whatsoever.

16. The Purchasers shall at the time of delivery of possession of the Premises pay to the Promoters the following amounts:-

- (i) Rs. 60000/- (Rupees Sixty Thousand only) towards Gymnasium and Banquet Hall membership fees;
- (ii) Rs. 30,000/- (Rupees Thirty Thousand Only) towards the formation & registration of the Society;.
- (iii) Rs.50,000/- (Rupees Fifty Thousand Only) towards the Infra and Development Charges;
- (iv) Rs.45000/- (Forty Five Thousand Only) Towards GAS, Electric Meter and Water Connection Charge
- (v) Rs.64560/- (Sixty Four Thousand Five Hundred Sixty Only) Towards 12 Months Maintenance.

**Total Rs.2,94,481/-** (Rupees Two Lakh Ninety Four Thousand Four Hundred Eighty one only) Inclusive of GST.

- (v) Applicable amount towards GST and/or and any other tax on any name whatsoever in respect of this transaction, if any, payable by Promoters to the prescribed authority will be in addition to the sale price/total consideration amount agreed to be paid by the Purchaser/s to the Promoters in terms of these presents.

17. The Promoters shall, without being accountable to utilize the sum as mentioned in **Clause 17(i), (iii), (iv) and (v)** paid by the Purchaser/s for meeting all the costs as mentioned herein. The Promoters also shall without having to render any account of whatsoever nature either to the Purchaser/s or the Society shall utilise the sum specified in **Clause 17(i), (iii), (iv) and (v)** for the purposes mentioned herein.

18. The Promoters shall maintain a separate account in respect of sums mentioned in **Clause 17 (ii)** above from the Purchaser/s on account of share money, admission money and remittance amount respectively shall utilize the amounts only for the purposes for which they have been received.

19. The Promoters shall have a first charge and lien on the Premises in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

20. The Promoters shall be entitled to enter into agreements with other Purchaser/s in respect of unsold premises forming part of their respective allocations/entitlement for any other permissible user in that behalf in such manner and on such terms and conditions as they may deem fit without affecting or prejudicing the rights of the Purchaser/s in the Premises and the Promoters shall pay only property tax in respect of the unsold premises and the Promoters shall not be liable to pay any general maintenance in respect thereof to the Society and the Purchasers shall object for the same on any ground whatsoever.

21. The name of the Building shall remain as “**SKY-27**” and the sign/name board on the Building shall and will always mentioned the Building name i.e. “**SKY-27**” the project by **M/S. SPACE DEVELOPERS**” and neither the Purchaser/s nor the Society be entitled to change it under any circumstances whatsoever.

22. The Purchaser/s is/are aware that the Promoters may either themselves and/or through their purchaser/s and/or nominees or any of them jointly and/or separately give the unsold premises on leave and licence and/or lease basis to any other party on such terms and conditions as they may deem fit and such leave and licence/lease or other writings shall be binding on the Purchaser/s and the Purchaser/s shall not object on any ground whatsoever.

23. It is hereby expressly clarified, agreed and understood between the parties hereto that:

(i) The Promoters do and each of them doth hereby declare that no part of the FSI relating to the said Lands have been utilized by the Promoters elsewhere for any purpose whatsoever;

(ii) The entire unconsumed and residual F.S.I., T.D.R. etc., if any in respect of the said Lands and the entire increased, additional and extra F.S.I./T.D.R. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the statute, D.P. Plan, Rules, Regulations and bye-laws governing the loading and utilization of FSI and/or

due to merger and amalgamation of the SRA Scheme of the said Lands with any other SRA Scheme/s and as also the F.S.I. which may be available till the completion of the entire project in all respect i.e. till obtaining the Building Completion Certificate of all the sale building/s to be constructed in phase wise manner on the said Lands or on the portion of the said Lands on any account or due to any reason whatsoever, including on account of handing over to the SRA or the Government or the Municipal Corporation of Greater Mumbai any set back area and/or due to any change in law, rules or regulations, shall absolutely belong to and be available to the Promoters alone and neither the Purchaser/s herein, nor the society and/or the societies being formed and registered of the sale building/s shall have or claim any rights, benefits or interest whatsoever in respect thereof including for use and consumption thereof and/or make any claims on the ground of inconvenience and/or blockage of light and/or ventilation and/or density and curtailment of environment and/or water and electricity etc., and/or in any manner whatsoever;

(iii) The Promoters have full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR, respectively for construction on any property in Greater Mumbai as may be permitted by law, including the said Lands, for the purpose of extending the new building/s thereon and/or for constructing any new and additional structures and floors thereon and/or otherwise howsoever, as it may desire and deem fit and proper;

(iv) The Promoters shall also be entitled to use, utilize and consume the TDR obtained or to be obtained by it from any other outside property, for construction on the said Lands in any manner it deems fit and proper and as may be legally permitted, whether now or at any time in future, including after execution of the lease deed or any other vesting document in respect of the said Lands or any part thereof, as aforesaid; and the Purchaser/s and/or the society being formed and registered of the sale building/s shall not be entitled to use or consume the same at any time, even after execution of lease or any other document vesting the title in respect of the said Lands or any part thereof, in favour of the such society or the societies.

(v) The top terrace of the Sale building is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of what is stated in the aforesaid clause. Neither the Purchaser/s nor such Society nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said top terrace, until the completion of the scheme/project in its entirety and as mentioned hereinabove;

(vi) The Society as formed shall admit as its members all purchasers of such new and additional premises in the said sale building/s.

(vii) All such new and additional premises, floors, buildings and structures shall absolutely and exclusively belong to the Promoters and the Purchaser/s or the Society shall have not claim any rights, title, benefits or interests whatsoever in respect thereof and the Promoters shall be entitled to deal with, sell, let or otherwise dispose off and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper and neither the Purchaser/s nor such society shall raise any dispute or objection thereto and the Purchaser/s hereby grant/s his/her/their irrevocable consent/s to the same;

(viii) The Purchaser/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause 24 (including all its sub-clauses) or to the Promoters exercising its rights as mentioned herein, nor shall he/she/they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Promoters due to the same and on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused as a result of the Promoters putting up and effecting such new and additional construction as mentioned hereinabove;

(ix) The Promoters shall have unfettered full, free and complete right of way and means of access over, along, across and under all internal access roads at all times of the day and night for all purposes and either on foot or with or without carts, carriages, motor-cars, motor-cycles, motor-trucks or other

vehicles either laden or unladen or with or without horses and other animals as well as full, free and complete right to store building material on any portion of the said Lands or the said Lands for the purpose of carrying on construction of the said building/s as well as for the purpose of constructing additional floors or additional structures on the said lands for consuming the unconsumed F.A.R. (F.S.I.) of the said Lands and also full, free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, telegraph, fax, cables and the equipment of other amenities and service facilities for full and proper use and enjoyment of the said Lands and/or the neighbouring Land or the Lands that may have been or that may hereafter be agreed to be purchased or taken for development by the Promoters or have merged the SRA Scheme with the neighbouring SRA Scheme or in the same vicinity and if necessary to connect drains, pipes, cables etc., of the additional floors or additional structures to be constructed on the said Lands as well as of the buildings and structures constructed or to be constructed on such neighboring lands or Lands under, over or along the said internal roads or on any portion of the said Lands. Specific and suitable provisions to that effect shall be made in the instrument of transfer i.e. lease deed, hereby contemplated in favour of the Society or other societies. The Purchaser/s hereby unconditionally and expressly consent/s to the same.

(x) The Promoters shall have unfettered right to amalgamate or to amalgamate the said SRA Scheme with any other adjoining SRA Scheme in the same vicinity as the Promoters may deem fit and proper and at their own discretion and the Purchaser hereby gives his/her/their irrevocable consent for the same.

(xi) The provisions of this clause shall always be the essence of this Agreement.

24. The Promoters shall be entitled to enter into agreements with other Purchaser/s in respect of unsold premises forming part of their respective allocations for any other permissible user in that behalf in such manner and on such terms and conditions as it may deem fit without affecting or prejudicing the rights of the Purchaser/s in the said Premises.



25. The Purchaser/s himself/herself/itself/themselves with intention to bind all persons into whosoever hands the Premises may come, doth hereby covenant/s with the Promoters as follows:

- (a) **TO MAINTAIN** the Premises at Purchasers' costs in good tenantable repair and condition from the date the possession of the Premises is taken the Premises is notified by the Promoters as being ready for use and occupation and shall not do or suffer to be done anything in or to the Building in which the Premises is situated, and also in the stair-case or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the Building in which the Premises is situated and the Premises or any part thereof.
- (b) **NOT TO STORE** in the Premises or any other part of the Building or on any portion of the Building or in parking space/s any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the Building, including entrances of the Building and in case of any damage is caused to the Building or the Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- (c) **TO MAINTAIN**, from the date the Premises is notified by the Promoters as being ready for use and occupation, at his/her/ its/their own cost/s, the Premises and to carry out all internal repairs in the Premises and maintain the Premises in the same condition, state and order in which they were delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the Building or the Premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned Promoters local authority and/or other public authority.

- (d) **NOT TO DEMOLISH** or cause to be demolished the Premises or any part thereof, not at any time make or cause to be made any addition or alteration in the Premises/elevation and outside colour scheme of the Building and to keep the portion partitions, sewers, drains and pipes in the Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the Building and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the Premises without the prior written permission of the Promoters and/or the Society. The Purchaser/s undertake/s not to do any other alteration in the guise of finishing work or interior work that may be in violations of the terms and conditions of the sanctioned plans and/or any other undertaking given by the Promoters to the SRA or any other concerned authorities. In case on account of any alterations being carried out by the Purchaser/s in the Premises (whether such alterations are permitted by the Promoters, Concerned Authorities or not) there is caused any damage to the adjoining premises or to the premises situated below or above the Premises (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her/their own cost/s and expenses repair such damage (including recurrence of such damages) and further in the event of any finishing work done by the Purchaser/s in violation of the sanctioned Building plans etc., and if the same results in the Promoters not being able to get the Occupation Certificate, then in such case the Promoters shall not be liable for the same and Purchasers shall make good all the losses incurred by the Promoters for the same and shall further restore the Premises as per the sanctioned plan without causing any further damage to the Promoters and/or to the other premises in the Building.
- (e) **TO ABIDE BY** all the Bye-laws, Rules and Regulations of the Government, SRA, the Society, Reliance/Adani/TATA Energy and all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such Bye-laws or Rules or Regulations.
- (f) **NOT TO THROW** dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Lands and the Building .

- (g) **NOT OBJECT** the Purchaser/s of the attached terrace with his/her/its/their Premises and use thereof and in case if such purchaser enclose the same or make such terrace the part of his/her/its/their Premises and in such case the Purchaser/s herein shall not object for the same on any ground whatsoever.
- (h) **PAY TO** the Promoters within 7 days of demand by the Promoters his/her/its/their share of security deposit demanded by the Concerned Local Authority or Government for giving water, electricity or any other service connection to the Building.
- (i) **PAY TO** the Promoters till the Promoters hand over the charge of the Building to the Society as the case may be the proportionate municipal taxes, maintenance charges, maintenance of the parking spaces and all other outgoings in respect of the Building in which the Premises is situated, irrespective of the Premises being occupied by the Purchaser/s on receipt of Occupation Certificate/on taking possession (as the case may be). The Promoters represented to the Purchaser/s that the Promoters have constructed certain common amenities etc., These amenities are common for the Building for the occupants of the Building known as **"SKY -27"** and the Purchaser/s shall enjoy the common area and amenities, hereunder, upon Promoters handing over the possession of the Premises to the Purchaser/s.
- (j) **TO BEAR** and pay within 15 days from the date of intimation to take the possession of the Premises, the proportionate share (i.e. in proportion to area of the Premises) of outgoings in respect of the Property viz. local taxes, betterment charges, water charges, insurance premium, common electricity charges, repairs and sundry maintenance costs and salaries of clerks, chowkidars, sweepers, housekeeping and all other expenses necessary and incidental to the management and maintenance of the Building and land appurtenant. At the time of being handed over possession of the Premises, the Purchaser/s shall also pay to the Promoters the maintenance as herein above mentioned towards initial outgoings and expenses.

- (k) **NOT TO LET**, transfer, assign, or part with the Purchaser/s interest or benefit under this Agreement or the Premises or part with the possession of the Premises or any part thereof until all dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and possession of the Premises has been duly handed over by the Promoters to the Purchaser/s and only if the Purchaser/s has/have not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Promoters for the purpose. Such transfer shall be only in favour of the Transferee/s as may be approved by the Promoters. In the event of any contravention of what is stated hereinabove in this sub-clause, the Promoters shall be entitled (but not bound) at their option to terminate this Agreement hereof and/or to treat any person who is placed in possession of the Premises as a trespasser and to deal with her/him/them accordingly including without prejudice to charge compensation from the Purchaser/s and the person on account of such breach.
- (l) **TO OBSERVE AND PERFORM** all the rules, regulations, bye-laws and amended bye-laws as and when framed by the Promoters or the Society of the Premises holders in the Building may adopt at the time of inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and the Premises therein and for the observance and performance of the Building rules, regulations, bye-laws and amended bye-laws as and when framed for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Promoters and the Society regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, lease rent, expenses or other outgoings in accordance with the terms of this Agreement.
- (m) **TO REMOVE** any obstruction or nuisance that may be caused by the Purchaser/s in the Premises/Building in the Property, forthwith on being called upon to do so by the Promoters/Society and in the event the Purchaser/s failing to remove the obstruction/nuisance, they may be removed by the Promoters/Society at the costs and consequences of the concerned Purchaser/s.

- (n) **TO GIVE ALL FACILITIES**, assistance and co-operation as may be required by the Promoters from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/amenities/service line/infrastructure of and/or relating to any of the Building or the Premises on the Property including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Promoters (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. Till charge of the Building or the Property is given to the Society the Purchaser/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 Property or part thereof and the Building or any part thereof to view and examine the state and condition thereof.
- (o) **TO OBSERVE AND PERFORM** all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to the Promoters the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of Fifteen (15) days from receipt of a written notice from the Promoters calling upon the Purchaser/s to make the payment and/or comply with the covenants and stipulations the Purchaser/s shall be liable to pay to the Promoters such compensation as may be reasonably determined by the Promoters in the event of noncompliance by the Purchaser/s with the notice the Promoters shall be entitled to proceed against the Purchaser/s in accordance with the terms of this Agreement and applicable provisions of Law.
- (p) **NOT TO DO** or omit, suffer or permit to be done any act, deed, matter or thing in relation to the Building or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the development rights held by the Promoters and/or the F.S.I. layout plans, orders and/or permissions and

sanctions pertaining to the entire Premises or pertaining (in common) to Building or which may in any manner cause any damage or injury to the rights/interest of the Promoters and/or the persons who have purchased/hold premises, parking spaces and other premises and spaces in the Building.

- (q) **NOT TO PUT UP** or install box grills outside the windows of the Premises or in any other manner do any other act which would in the opinion of the Promoters or Society, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the Building.
- (r) **TO MAINTAIN** the external elevation of the Building in the same form as constructed by the Promoters and shall in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the flower beds which have been permitted (approved) free of F.S.I in the plans already approved.
- (s) **TO INSTALL** air-conditioner/s only in the space/s provided in the Premises for the same, if the Purchaser/s desire/s to install air-conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the Premises, or be required to be affixed/installed outside the Premises, the Purchaser/s shall install/affix the same only after obtaining from the Promoters prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Promoters in respect of the same.
- (t) **TO KEEP** upon the receipt of the possession of the Premises insured against loss or damage by fire or any other calamities for the full value thereof.
- (u) In case the Adani Electricity Ltd., or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed Building, the cost, charges and expenses thereof shall be borne and paid by all the Purchaser/s in proportion to the area of their respective Premises agreed to be acquired by him/her/it/them.

- (v) **NOT TO** put up any hoardings, neon signs, display boards or otherwise any advertising material in any part of the Building whether inside or outside or in the compound, save and except a reasonably sized name plate/board at the entrance of the Premises.
- (w) **SHALL NOT** be entitled to any rebate and/or concession in the price of his/her/its/their Premises on account of the construction of Building and/or structure and/or the changes, alterations and additions made in the Building or structures or on account of any advertisement/hoarding put on the Premises and/or the Building and/or any part thereof.
- (x) **SHALL NOT** interfere in any manner in any work of development of construction or the renovation work carried by other purchasers of the Premises in the Building.
- (y) The Promoters have informed the Purchaser/s that there is passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewage lines and other common amenities and conveniences in the layout of the Property.
- (z) The Promoters have further informed the Purchaser/s that all the expense and charges (maintenance and up keeping) of the Common Area and Amenities and conveniences may be common and the Purchaser/s along with other Purchaser/s of the Premises in the Building constructed on the Plot, 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 the premises. The proportionate costs and charges to be paid by the Purchaser/s shall be determined by the Promoters and the Purchaser/s agree/s to pay the same regularly without raising any dispute or objection with regard thereto.
- (aa) The Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser/s further agree/s and undertake/s that the Purchaser/s shall pay to the Promoters provisional monthly contribution of Rs.10/- per sq. ft. per month towards outgoings and maintenance expenses. However, the Purchaser/s shall before taking possession of the said Premises pay to the Promoters the said sum of

Rs.10/- per sq. feet per month for the period of 12 months maintenance charges as advance payment of maintenance charges. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters till the necessary vesting/transfer document is executed in favour of the Society and/or the other societies as the case may be, subject to provision of the said Act and/or the relevant rules and regulations in connection therewith. On such vesting document being executed, subject to deductions to be made if any, the Promoters shall transfer the balance amount to and in favour of the Society or the societies. In case of the deficit of the maintenance charges as herein mentioned above then in such case the Purchaser/s shall further pay his proportionate share of outgoings and after the 12 months either Purchaser/s shall pay further advance 12 months maintenance charges or shall pay regularly on or before the 5<sup>th</sup> day of each and every month in advance as may be decided by the Promoters and shall not withhold the same for any reason whatsoever.

26. Notwithstanding any other provisions of this Agreement, the Promoters shall be entitled in their sole and absolute discretion:

- (i) To formulate the basis of usage of parking spaces and charges to be levied for such usage as mentioned in this agreement.
- (ii) The Promoters or the Society shall be entitled to decide the terms and conditions and the rate/charge/levy on which the parking of cars shall be allowed. The Purchaser/s agree/s that the Promoters shall have the exclusive right to decide the terms and conditions, rate of parking charges, timing of parking, place of parking and subject to availability of space and that the Purchaser/s shall not be entitled to demand any additional car-parking spaces. The Promoters shall further have the right to reserve such number of parking spaces as the Promoters may in their absolute discretion decide to be used for parking of any person or persons or for any particular event without any let, hindrance, demand from the Purchaser/s or through or in under or in trust for the Purchaser/s.
- (iii) the Promoters shall prior to giving the possession of the said Premises to the Purchaser, earmark the areas for purposes of displaying hoarding



/advertisements, neon signs, Dish Antenna/s, Relay Station/s for Cellular and satellite communication on the external and internal walls, roofs, top terrace, common corridors, common lifts, staircases, lobbies, entrances, atriums and all the common areas and passage. However the same shall not obstruct ingress and egress of Purchaser/s to the said Premises and/or to the building in which the same is situated. The Promoters shall have full right, absolute authority, and unfettered discretion to sell, transfer, lease and/or grant on leave and license basis and/or other create third party rights in respect thereof and enter into suitable arrangement/s or agreement/s with any person/s in connection therewith and on such terms and conditions as the Promoters deem fit and to receive/collect such contract monies/rents, fees as consideration thereof from such person/parties/allottees. The Promoters shall be entitled to be allotted shares in the Society proposed to be incorporated of the premises or other Premises in respect of such areas. The Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s or such Society and neither the Purchaser/s, nor such Society shall at any time raise any dispute or objection in this regard. It is agreed that the aforesaid rights in favour of the Promoters shall be treated as a covenant running with the land and shall form part of the lease deed when executed in favour of such Society. It is hereby expressly agreed that in case of vertical expansion of the sale building by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications, etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoters and the Purchaser/s and/or such Society shall not be entitled to raise any objection and/or create any hindrance in respect thereof in any manner whatsoever.

- (iv) The Promoters shall be entitled to become the Member of Society, in respect of all the unsold premises together with the Purchasers of the other premises in the Building known as **“SKY-27”**.
- (i) The Promoters if necessary shall become the member of Society in respect of the rights and benefits conferred on it herein or otherwise as the case may be. If the Promoters transfers, assigns and/or disposes off such rights and benefits at anytime to anybody, the assignees, transferees and/or the Purchaser/s

thereof shall become the members of the Society in respect of the rights and benefits. The Purchaser/s herein and the Society will not be entitled to raise any objection to admit such assignees or transferees as the member/s of Society and shall not charge any fees or other amounts' therefrom, save and except share money and entrance fee as per the terms and conditions of the Development Agreement.

- (vi) To have a society of the Premises of the Purchasers formed and constituted as contemplated in terms of LOI and Revised LOI or any other approval etc., herein and the Purchaser/s hereby agree/s and undertake/s to become a member of such Society along with the other premises purchaser/s.
- (vii) (a) Unless it is otherwise agreed by and between the parties hereto, the Promoters shall within a period of threemonths of formation and registration of the society of the sale building/s and on sale of all the Premises in the said sale building/s or within such extended time as the SRA and/or MCGM deem fit, cause to be demised to such Society the portion of the said Lands together with the sale building constructed thereon and to cause to convey the buildings together with conveyance/lease or any such vesting documents in respect of the portion of the said Lands underneath the said sale building/s or the said Lands (excluding the reserved area), from the SRA in favour of such society or societies being formed and registered, as the case may be. Such vesting documents shall be executed keeping in line with all the terms and provisions of this Agreement.
- (b) At the time of registration of the vesting documents the Purchaser/s shall pay to the Promoters, the Purchaser/s' share of stamp duty and registration charges payable, if any, by the society on the vesting or any document or instrument of transfer in respect of the portion of the said Lands underneath the said sale building/s or the said Lands (save and except reserved area) and the said sale building/s in the favour of the said society.
- (viii) The power and authority of such society or the Purchaser/s herein and other Purchaser/s shall be subject to the overall power, control and authority of the Promoters in all the matters concerning the sale building/s and other construction on the said Lands, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have

absolute authority and control as regards the unsold premises, etc., and the disposal thereof.

- (ix) At the time of execution of the vesting document in respect of the portion of the said Lands underneath the said sale building/s or the said Lands (excluding the reserved area) and the sale building/s, any rules framed under any relevant statute and/or under any order, notification or ordinance whatsoever and by whatever name called, shall be complied with by the Purchaser/s and/or such society in consultation and co-operation with the Promoters and all costs, charges and expenses, if any that may have to be incurred in connection therewith shall be borne, and paid by the Purchaser/s and/or such society.
- (x) VIMLA & Co., Advocates and Solicitors of the Promoters shall prepare all deeds, and/or documents inter alia to be executed in pursuance of this agreement.

These terms being of essence and the Purchaser/s being fully aware of its importance, do hereby agree/s the same and the Promoters shall in the interest of all premises/holders in the sale building/s and for the purpose of effective management of the sale building/s it is desirable that the Promoters be vested with these power and authority. The Purchaser/s hereby agree/s and undertake to sign and execute such papers and applications for the formation and registration of the such society and for becoming a member and duly fill in, sign and return to the Promoters within 10 days of the same being forwarded by the Promoters to the Purchaser/s so as to enable the Promoters to form and register such society.

27. The Allottee along with other Allottees of units in the Project shall join in forming and registering the Federation (the “**Common Organization**”) to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Common Organization for becoming a member, including the bye-laws of the proposed Common Organization and duly fill, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Common Organization of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws or the memorandum and/or articles of association, as may be required by

the Registrar of such Common Organization, as the case may be, or any other competent authority.

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their unit or apartment or building, as the case may be, in the project.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment.

Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

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

In the case of a Building or a Wing of a Building in a Layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that Building or Wing of that Building (excluding basements and podiums) within one month from the date of issue of Occupancy Certificate.

- a. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the

interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed

In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of Occupancy Certificate to the last of the Building or Wing in the Layout.

29. The Purchaser/s hereby agree/s, undertake/s and covenant/s with the Promoters that neither he/she/it/they shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement or any other deed, document or writing that may be entered into and executed between the parties hereto and the Purchaser/s shall be bound and liable to render to the Promoters all necessary assistance and co-operation, to enable it to exercise and avail of the same.

30. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the Premises and/or of the Property and/or Building or any part thereof, the Purchaser/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him/her/it/them and all rights of ownership in remaining parking spaces, external walls, glazing, cladding, lobbies, lifts, staircases, common terraces, etc. will remain with the of the Promoters until the Building is handed over to Society as herein mentioned, which in any case shall be subject to the rights of the Promoters as agreed to and specified herein and of the other allottees/purchasers of Premises as herein stated.

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

32. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post/Speed Post/Email to his/her/it/their address given below:

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33. The Stamp duty on this Agreement shall be borne and paid by the Promoters alone and all other expenses including the Registration fees payable to the concerned authorities to be borne and paid by the Purchaser/s alone.

34. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made under thereunder.

35. The Purchasers and/or the Promoters shall present this Agreement at the proper registration office for Registration within the time limit prescribed by the Registration Act and admit execution thereof.

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

37. 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 Courts in Mumbai shall have jurisdiction in respect of and in connection with this agreement.

38. The said Project is registered under the said Act under No.\_\_\_\_\_. The copy of the RERA Registration Certificate is annexed hereto as the **Annexure-“6”**.

39. The Permanent Account Nos. of the parties hereto are as under:-

NAMES	PAN NOS.
M/S. SPACE DEVELOPERS	


**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**Firstly:** All that piece and parcel of land or ground situate lying and being at Near Mangatram Petrol Pump, Quarry Road, Off. L.B.S Marg, Bhandup (West), Mumbai – 400078 bearing Slum Plot bearing Survey No.69 corresponding C.T.S. Nos. 351, 351/1 to 110 as per Property Card Extract all admeasuring 3242.7 sq. meters as per the LOI 21<sup>st</sup> November, 2013 and as per demarcation dated 31<sup>st</sup> July, 2014 of Village Kanjur, Taluka Kurla In the Registration District of Mumbai Suburban District and bounded as follows i.e. to say

On or towards the North: by property bearing C.T.S. No.353.

On or towards the South: by property bearing C.T.S. No.578 (part).

On or towards the West: by property bearing C.T.S. Nos.352(part), 350 (part) and 344 (part).

On or towards the East: by property bearing C.T.S. No.575.

**Secondly:** All that piece and parcel of land or ground situate lying and being at Near Mangatram Petrol Pump, Quarry Road, Off. L.B.S Marg, Bhandup (West), Mumbai – 400078 bearing Non Slum Plot bearing C.T.S. No. 575, 575/1 to 9 admeasuring 1226.58 sq. meters as per the LOI 21<sup>st</sup> November, 2013 and as per demarcation dated 31<sup>st</sup> July, 2014 the area admeasuring 1180.10 sq. meters or thereabout of Village Kanjur, Taluka Kurla In the Registration District of Mumbai Suburban District and bounded as follows; i.e. to say

On or towards the North: by Public Road known as Quarry Road.

On or towards the South: by property bearing C.T.S. No.578 (part).

On or towards the East: by property bearing C.T.S. No.577.

On or towards the West: by property bearing C.T.S. Nos.351, 353(part) and partly by Public Road known as Quarry Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Description of the Premises and the puzzle/stack pit mechanized car parking spacesas herein referred)**

1.	<b>The Premises</b>	<b>FlatNo.</b> _____ being the Premises admeasuring ____ sq. meters (carpet area) approximately equivalent to ____ square feet (carpet area) on the ____ Floor of the Building known as “_____”.
2.	<b>Car parking space/s</b>	

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**A. The Amenities to be provided in the said Premises**

**STRUCTURE**

- Earthquake resistant RCC

**KITCHEN**

- Granite Kitchen Platform;
- Branded Sketch Resistance SS Sink with Drain band;
- Designer Tile dado above platform;
- Fresh air exhaust fan;
- Provision for fridge, washing machine, geyser, waterpurifier & Gas connection.

**FLOORING**

- Premium branded vitrified tiles in all rooms.

**BATHROOM**

- Designer bathroom with modern sanitaryware;
- Concealed plumbing;
- Designer wall tiles and antiskid floor tiles;
- Granite floor frame;
- Premium branded DesignerCP bath fittings;
- Exhaust fan for fresh Air;
- Louvered windows with mosquito net.

**DOORS AND WINDOWS**

- Designer Laminated flush door with Branded fittings;
- Wooden Door frames for all rooms;
- Anodisedaluminum sliding window with mosquito net;
- Granite window sill with moulding.

**ELECTRIFICATION**

- High Grade concealed copper wiring with MCB;
- Individual meter for all flats on same floor;
- Modern Modular switches with circuit breakers;
- Adequate Electric, AC, Tv, telephone points;
- Intercom Facility;
- Common EV Charging point.

**WALL AND PAINT**

- Gypsum finished Internal Walls;
- Quality paint on Internal and External Walls.

**SECURITY**

- 24 \* 7 CCTV Surveillance ;
- Access controlled in main Entrance Lobby.



**B. (Common areas, facilities and infrastructural facilities)**

1. Pump Rooms;
2. Water Tanks and overhead;
3. Plumbing network;
4. Drainage, storm water and sewage lines in the Buildings;
5. Exterior Plumbing fixtures for the Buildings;
6. Fire Fighting and Fire Detection System for the Buildings;
7. External storm water drains;
8. Rain water-harvesting equipment;
9. Compound wall and entrance gates;
10. Common toilet for servants/drivers;
11. Electrical and low voltage cabling/wiring network;
12. Meter Room areas in the /Buildings;
13. Staircase and main passage and other passages;
14. Entrance area/Lobby on the ground floor in the Buildings;
15. Staircase Entrance Areas;
16. Elevator Shaft/MRL in the Buildings;
17. Necessary light and water connections;
18. Elevators of reputed make.
19. Sit-out Areas
20. Serene Lawn
21. Yoga Medi-Deck
22. Chess Arena
23. Chit Chat Zone
24. Jogging Track
25. Senior Citizen Area
26. Cabana Sitting
27. Multi-Purpose Turf

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Meaning of the Terms and Expressions defined in this Agreement)**

<b><u>Sr. No</u></b>	<b><u>Terms and Expressions</u></b>	<b><u>Meaning and Description</u></b>
1.	<b>Consideration</b>	
2.	<b>Developer's Escrow Account</b>	<b>M/s. Space Developers</b> <b>Escrow A/c. No.</b>  <b>Name of the Bank to be incorporated</b>
	<b>If there is loan of Bank then you have to mention the account Number of the Bank</b>	<b>NIL</b>

**(Schedule/manner of payment of purchase price by the Purchaser/s to the Promoters)**

The Purchaser/s have paid on or before the execution of this Agreement a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) (not exceeding 10% of the total consideration amount) as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in the following manner:-

<b>Payment Schedule</b>		
<b>Sr.No</b>	<b>Stages</b>	<b>Percentage</b>
	Flat Agreement Value	
1.	On Booking	10%
2.	On Completion of Plinth	25%
3.	On Completion of Podium	15%
4.	On Completion of 3rd Slab	3%
5.	On Completion of 6th Slab	3%
6.	On Completion of 9th Slab	3%
7.	On Completion of 12th Slab	3%
8.	On Completion of 15th Slab	3%
9.	On Completion of 18th Slab	3%
10.	On Completion of 21th Slab	3%
11.	On Completion of 24th Slab	3%
12.	On Completion of 27th Slab	3%
13.	On Completion of 30th Slab	3%
14.	On Completion of 33th Slab	3%
15.	On Completion of 36th Slab	3%
16.	On Completion of 38th Slab	3%
17.	On Completion of Internal Work	5%
18.	On Completion of External Work	5%
19.	On Possession	1%
	<b>Total</b>	<b>100%</b>

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

**SIGNED AND DELIVERED** )

By the withinnamed**“Promoters”** )

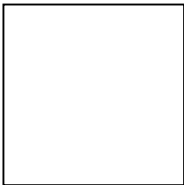
**M/s. SPACE DEVELOPERS** )

by the hands of its )

Partner

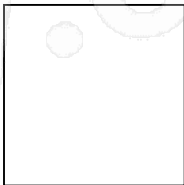
**PRAVIN MEGHJI NISHAR** )

in the presence of ... )



**SIGNED AND DELIVERED** )

by the withinnamed**“Purchaser/s”** )



\_\_\_\_\_ )

in the presence of ..... )

## RECEIPT

Received of and from the withinnamed Purchaser/s a sum of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ only) being the **earnestand/or deposit** amount towards the total consideration amount paid by the Purchasers to the Promoters as within mentioned the details of which are as under:

Date of NEFT/CHEQUE	Bank	Amount (Rs.)	TDS deducted	Net Amount (TDS + Amount Received)
Total				

**WE SAY RECEIVED**

## For **M/S. SPACE DEVELOPERS**

Partner

\*\*\*\*\*

**DATED THIS      DAY OF                      , 2023**

\*\*\*\*\*

**M/S. SPACE DEVELOPEERS**

**.....THE PROMOTERS**

**AND**

\_\_\_\_\_

**..... THE PURCHASER/S**

Housiey.com

**AGREEMENT FOR SALE**

**VIMLA & CO.,**

ADVOCATES & SOLICITORS

Office No. 205 (22A), 2<sup>nd</sup> Floor,

Sir Yusuf Building Condominium,

Veer Nariman Road, Fort,

Mumbai-400 001.