

## AGREEMENT FOR SALE

This AGREEMENT FOR SALE (“**Agreement**”) is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

BY AND BETWEEN

**SUNTECK PROPERTY HOLDINGS PRIVATE LIMITED**, (PAN – \_\_\_\_\_), a company incorporated under the provisions of Companies Act, 1956, having its registered office at 5<sup>th</sup> floor, Sunteck Center, 37-40, Subhash Road, Vile Parle (East), Mumbai – 400057, represented by its authorized signatory authorized vide board resolution dated <<*Resolution date*>> hereinafter referred to as the “**Promoter/ Developer Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors and business nominees and permitted assigns) of the **ONE PART**;

AND

**AMAR DYE CHEM LIMITED** (PAN – \_\_\_\_\_), a company registered under provisions of the Companies Act 1956 having its registered office at 183, Manekbag Society, Lane No. 15, Ambawadi, Ahmedabad – 380 015, represented by its authorized signatory authorized vide board resolution dated <<*Resolution date*>> hereinafter collectively referred to as the “**Owner/ Land Owner Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, executors, administrators and permitted assigns) as confirming party of the **SECOND PART**;

AND

Mr./Ms. «First Applicant», residing at «Address», hereinafter referred as “**Unit Holder**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and assigns) of the **OTHER PART**; (applicable in case where purchase is by an Individual)

OR

Mr./Ms. «First Applicant» and  
Mr./Ms. «Second Applicant» and  
Mr./Ms. «Third Applicant»

all residing at «Address», hereinafter collectively referred as “**Unit Holder/s**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the **OTHER PART**; (applicable in case of Joint Unit Holders)

OR

Mr./Ms. «First Applicant» and  
Mr./Ms. «Second Applicant» and  
Mr./Ms. «Third Applicant»

residing at «Address», in his capacity as Karta of \_\_\_\_\_ Hindu Undivided Family (HUF) hereinafter referred as “**Unit Holder**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Karta and all coparceners, constituting the HUF from time to time, their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**; (applicable in case where purchase is on behalf of HUF)

OR

Mr./Ms. «First Applicant» and  
Mr./Ms. «Second Applicant» and  
Mr./Ms. «Third Applicant»

a registered partnership firm, constituted under the Indian Partnership Act, 1932 and having its principal office of business at «Address», hereinafter referred as “**Unit Holder**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners of the firm for the time being, their survivor or survivors and the heirs, executors, administrators of the last surviving partner), acting through Mr./Ms. \_\_\_\_\_, its partner duly authorised under the resolution dated \_\_\_\_\_ passed by the partners of the firm) of the **OTHER PART**; (applicable in case where purchase is in the name of a Partnership Firm)

OR

\_\_\_\_\_ Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred as “**Unit Holder**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor or successors in business and permitted assigns) of the **OTHER PART**; (applicable in case where purchase is by public/private limited company)

OR

M/s. \_\_\_\_\_ a proprietary concern carrying on its business through its proprietor Mr./Ms. \_\_\_\_\_ and having his office at, \_\_\_\_\_

\_\_\_\_\_ hereinafter referred as “**Unit Holder**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and assigns) of the **OTHER PART**; (applicable in case where purchase is by a sole proprietary concern)

OR

\_\_\_\_\_, a public charitable trust registered with the office of the Charity Commissioner under provisions of the Bombay Public Trusts Act 1950, having office at \_\_\_\_\_

\_\_\_\_\_, acting through its trustee/s Mr./Ms. \_\_\_\_\_, hereinafter referred as “**Unit Holder**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all trustees constituting the trust and the heirs, executors and administrators of the last surviving trustee) of the **OTHER PART**; (applicable in case where purchase is by a public charitable trust)

OR

\_\_\_\_\_, a private trust/ settlement having office at \_\_\_\_\_, acting through its trustee/s Mr./Ms. \_\_\_\_\_, hereinafter referred as “**Unit Holder**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all trustees constituting the trust and the heirs, executors and administrators of the last surviving trustee) of the **OTHER PART**; (applicable in case where purchase is by a private trust)

OR

\_\_\_\_\_ LLP, a limited liability partnership formed and registered under provisions of the Limited Liability Partnership Act, 2008 and having its registered office at

\_\_\_\_\_ hereinafter referred as “**Unit Holder**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners constituting the partnership from time to time and its successor or successors in business and permitted assigns) of the **OTHER PART**; (applicable in case where purchase is by LLP)

The Promoter and the Unit Holder/s are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

**WHEREAS:**

- A. The land owners Promoters are *interalia* seized and possessed off and otherwise sufficiently entitled all those pieces and parcels of lands bearing CTS No. 165 166, 167, 168, and 860pt admeasuring in aggregate to \_\_\_\_\_square meters or thereabouts situate at Village Shahad, Taluka Kalyan and District Thane and more particularly referred to as the “said **Larger Property**”. The said Larger Property is *more particularly described in the **First Schedule** hereunder written and as delineated on the Block Plan annexed hereto and marked Annexure “A” shown by \_\_\_\_\_ color boundary line.*
- B. The Land Owner Promoter has obtained the necessary permission for change of use of the said Larger Property from “Industrial” to “Residential use;
- C. By and under a Development Agreement dated 16<sup>th</sup> December 2022 bearing Document Registration No. KLN-1/13723/2022 and registered in the same day (“said **Development Agreement**”), the Land Owner Promoters granted to the Developer Promoter and the Developer Promoter accepted from the Landowner Promoters, full, complete and exclusive rights and entitlements, in respect of the development of the said Larger Property by constructing thereon buildings comprising of residential and/or commercial user and enabling commercial exploitation of the complete development potential of the said Larger Property in accordance with the Applicable Laws and any amendment thereto on the terms and conditions as mentioned in the said Development Agreement.

- D. The said Larger Property is situated in Residential Zone and is partly affected by the reservation of DP Road, Hospital etc.
- E. The Developer Promoter proposes to develop the said larger Property in phase wise manner as per as per prevailing accommodation reservation policy and/or any amendments thereto under Unified Development Control and Promotion Regulations (“UDCPR”) and or any other applicable the rules and regulations by developing thereon applicable reservation areas, amenity spaces and by constructing thereon multiple residential buildings/tower(s) and commercial/ retail building/structure on said Property, buildings/ Structures etc. comprising of residential/commercial user along with the common areas and facilities by utilizing the development potential of the said Property as per the approved plans by the concerned authorities.
- F. Subsequently, pursuant to the sanctioned Development Plan approved by Kalyan Dombivali Municipal Corporation (“KDMC”) vide its letter bearing No. <<*Number of the letter*>> dated <<*date of the letter*>> (hereinafter referred to as “**the said Layout**”) an area admeasuring \_\_\_\_\_square meters for road set back (hereinafter referred to as “Road Setback Area”) was reserved out of the said Larger Property , an area admeasuring \_\_\_\_\_ square meters out of the Larger Property has been kept as amenity open space (hereinafter referred to as “Amenity Space”) and an area admeasuring \_\_\_\_\_ square meters out of the Larger Property has been kept as Hospital reservation (hereinafter referred to as “Hospital Reservation”) and an area admeasuring \_\_\_\_\_ square meters out of the Larger Property has been kept reserved for construction of units for economically weaker section (hereinafter referred to as “EWS Building”). Accordingly, The Land Owner Promoter is required to surrender and hand over possession of the said Road Setback Area and the Amenity Space to the competent authorities, free of cost and free from all encumbrances. The Land Owner Promoter & Developer Promoter is required to construct, surrender and handover the Hospital reservation by constructing the Hospital Building on it to the competent authorities, free of cost and free from all encumbrances. Similarly, the Land Owner Promoter & Developer Promoter is required to construct, surrender and handover the building for EWS reservation by constructing the same on an identified land area, to the competent authorities, free of cost and free from all encumbrances. The Developer Promoter is in the process of development of land admeasuring \_\_\_\_\_ square meters or thereabouts of the said Larger Property minus the Amenity Area, Road Setback Area and Hospital Reservation and building for EWS reservation (hereinafter referred to as the “**said Property**”) *more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as “**the said Property**”) and as delineated on the Block Plan annexed hereto and marked **Annexure “A”** shown by \_\_\_\_\_ color hatched lines)*

- G. The Promoter proposes to develop the said Property as specified under Clause E supra, as per approved Development Permission which may be amended from time to time by KDMC and/or any other concerned authorities in respect of **Sunteck Crescent Park (“Larger Project”)** by constructing thereon 4 (four) residential buildings/ towers and 1 commercial premises
- H. The Promoter has expressly informed the Unit Holder/s that as per the plans sanctioned /approved by the KDMC, the Promoter has presently undertaken development of the First Phase of the Project on a portion of the said Property admeasuring << **area of land of the phase under construction**>> Sq. Mtrs. or thereabouts, (more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as “**the said Project Land**”) and as delineated on the Block Plan annexed hereto and marked Annexure “A” shown surrounded by black color boundary lines) in the name - **Sunteck Crescent Park**- \_\_ consisting of Ground + P1 to P5 + 6<sup>th</sup> to 50<sup>th</sup> floors (“**the said Project**”).
- I. Further the Landowner Promoters have obtained from the competent authorities the commencement certificate/s in respect of the Project, bearing no. <<**Insert the CC number**>> dated <<**Insert the CC date**>> (“hereinafter referred as **Commencement Certificate**”). A copy of the Commencement Certificate bearing is annexed and marked as **Annexure “B”**, to this Agreement.
- J. The Developer will carry out development on the said Project Land consisting of Ground + P1 to P5 + 6<sup>th</sup> to 50<sup>th</sup> floors. The present approval has been obtained for constructing Ground + P1 to P5 + 6<sup>th</sup> to \_\_\_\_<sup>st</sup> upper floors, however the Promoter Developer shall construct further floors as per further construction permissions as may be received from KDMC based on the available potential of the Project Land so as to consume the entire permissible FSI/TDR as per prevailing unified DC regulations and as may be amended from time to time. The Promoter has registered a ‘real estate project’ with the Real Estate Regulatory Authority (“**Authority**”) based on present sanctions/approvals upto Ground + P1 to P5 + 6<sup>th</sup> to \_\_\_\_<sup>st</sup> upper floors, under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA**”) and the Regulations. The Authority has duly issued Certificate of Registration No. <<**Certificate Number**>> dated <<**Certificate date**>> for **Sunteck Crescent Park**- \_\_ and copy of the RERA Certificate is annexed and marked as **Annexure “C”** hereto. In case if necessary, the future/further development of the Project including construction of any additional or further floors of the said project will be registered as separate ‘real estate project/s’ by the Promoter with the Authority, under the

provisions of of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”);

- K. As provided under Section 6 of The Real Estate (Regulation and Development Act, 2016), the registration granted under section 5 may be extended by the Authority on an application made by the Promoter due to force majeure conditions which shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.
- L. Messrs DSK Legal, Advocates & Solicitors, have conducted their due diligence and have issued their Memo on Title dated 30<sup>th</sup> June 2023 in respect of the Layout. A copy of the Memo on Title is annexed hereto and marked as **Annexure “E”**.
- M. The Owner Promoter / Developer Promoter has appointed M/s Ingrain as their Architects, as the Structural Engineer consultants for preparation of the structural design and drawings of the Project. All concerned documents in respect of the same have been inspected by the Unit Holder.
- N. The Unit Holder/s consent and acknowledge that in addition to the plans sanctioned /approved by the KDMC, the Promoter may propose to construct in the future utility buildings, Shops, Social amenities, Recreational buildings, Institutional building and commercial buildings along with retail and residential buildings in the layout /Project Land with EWS, Hospital, Amenities, subject to the approvals from the KDMC and the concerned authorities required, if any;
- O. The Unit Holder/s confirm that he/she/they is /are aware that the Promoter is proposing to construct commercial building/s in the layout and utilize the same for retail, commercial, shopping and any other purpose as may be approved by the competent authorities in this regard.
- P. The Unit Holder/s confirm that he/she/they is /are aware that the Promoter is proposing to construct a common podium parking which shall be common for all phases/building of the residential projects /buildings constructed/ to be constructed in the Layout under applicable Development Control regulations, as may be approved by the competent authorities.
- Q. The Unit Holder/s confirm that he/she/they is /are aware that the parking spaces in respect of the proposed retail/commercial building on the Layout, shall be constructed on the ground level on the Layout as per the approved plans by the concerned authorities.

- R. The Promoter is entitled to make variations, alterations, amendments or deletions in the building and layout plans approved by the concerned authority, without adversely affecting the Unit area of the Unit Holder/s. The Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Property/said layout/ Project Land, relocate/ realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities, without adversely affecting the actual area of the said unit and said amenities and facilities, as the Promoter may deem fit in its sole discretion or if the same is required by the concerned authority. The Promoter reserves the right in its absolute discretion to amend, alter and modify the said Layout Plan from time to time as per their requirements and include also one or more buildings having one or more wings and/or remove from the said layout one or more buildings and also change the location of any of the buildings to be constructed in the proposed development on the Project Land, which may be ultimately approved and/or amended/varied and sanctioned by KDMC and other bodies/authorities concerned. The consideration and the other charges as mentioned in “Annexure G” to be paid by the Unit Holder/s has been calculated inter alia on the basis that the Unit Holder/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Unit Holder/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under “Annexure G” shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter;
- S. For the purpose of the development, the said Layout envisage construction of underground tanks, fire-fighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, access roads and recreation grounds, which will be in common for all the buildings to be constructed on the said Layout;
- T. The Promoter has expressly informed the Unit Holder/s that, the Promoter is intend to construct the residential Building / Structure etc. comprising of Ground + P1 to P5 + 6<sup>th</sup> to 50<sup>th</sup> upper floors (hereinafter referred to as “said Building”) on the said Project Land, as delineated on the Block Plan annexed hereto and marked Annexure “A” shown surrounded by black color boundary lines), subject to requisite approvals from concerned and competent authorities. However, in the event due to planning/approval constrains, the Promoter is unable to construct any structure, the Promoter may increase the height of any of the other buildings, to utilise the balance FSI subject to approval by the KDMC and or any other concerned Authority. The Unit Holder/s hereby grants its informed consent for the same. The Promoter also proposes future development on the land as shown earmarked on the Block Plan;

- U. The Unit Holder demanded from the Promoters and the Promoters have given to the Unit Holder inspection of all the documents of title regarding the Property, plans and designs, specifications, approvals and such other documents with respect to the Project as are specified under RERA, including but not limited to the following:
- i. specifications, fixtures, fittings, facilities and amenities of the Unit, defined hereunder **Fourth Schedule** hereto
  - ii. the Common Areas and Facilities in the Project that may be usable by the Unit Holder along with other Unit Holders in the Project and are listed hereunder **Fifth Schedule** hereto
- V. The Unit Holder has prior to the execution of this Agreement visited and inspected the site of construction of the Project and has at his/her/their/its own, cost, charge and expense carried out due diligence in respect of the title of the Promoters to the said Property and after satisfying himself / herself / themselves / itself about the title of the Promoters thereto and having accepted the same, the Unit Holder has entered into this Agreement with the Promoters and the Unit Holder hereby agrees not to further investigate the title of the Promoters and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Promoters to the said Property at any time in future.
- W. The Unit Holder is aware that the marketing collaterals provided by the Promoters to the Unit Holder in respect of the Project contained materials / pictorial depictions in the nature of artists' impressions and the same would differ on actual basis. The Unit Holder undertakes not to raise any objections with respect to the same.
- X. The Promoters have procured certain approvals to the plans, specifications, elevations, sections from the concerned government authorities for development of the Project, as has been disclosed under RERA on the government portal / website, presently being "<https://maharera.mahaonline.gov.in/>" or such other website, as the government may prescribe from time to time (hereinafter referred to as the "**Government Portal**") and shall obtain the balance approvals from various authorities from time to time so as to carry out construction and obtain the occupancy certificate in respect of the Project.
- Y. The Developer Promoter shall commence construction of the Project in accordance with the sanctioned plans.
- Z. The Promoters have informed the Unit Holder that, the Developer Promoter has the sole and exclusive right to sell the flats and/or shops in the Project and to enter into separate agreements with other Unit Holders for the sale / allotment of flats and/or shops forming part of the Project and to receive the sale consideration in respect thereof.

AA. The Promoter has agreed to sell independent residential/ commercial/ retail units in the Project to intending buyers on 'ownership basis' and shall be providing internal amenities, the details whereof are set out in the Fourth Schedule hereunder written;

BB. Upon satisfaction with regard to the title of the said Property and after perusal of various permissions, sanctions, consents and approvals etc., the Unit Holder/s has/have agreed to purchase and the Promoter has agreed to sell to the Unit Holder/s, residential/commercial/retail Unit No. «Unit No» admeasuring «Carpet in sqmtr» Sq Mtrs. Carpet area as per RERA, \_\_\_\_\_ square meter Balcony , \_\_\_\_\_ square meters Utility area, aggregating to «Total Area in sq mtrs» square mtrs. on the «Floor » floor, in the Building/«Tower» (“the said Building”) in the project *Sunteck Crescent Park-* \_\_ (“the said Project”) (hereinafter referred to as the “said Unit” delineated on the Floor Plan thereof and thereon shown surrounded by Black colour boundary line and marked **Annexure “D”**) and more particularly described in the **FOURTH SCHEDULE** hereunder written at or for lump sum consideration of Rs. «Agreement Value»/- («Agreement Value in words») (hereinafter referred to as “Sale Consideration”) payable in a manner as hereinafter appearing;

CC. In addition to the said Unit agreed to be sold to the Unit Holders/s, the Promoter has also agreed to permit the Unit Holder/s to have exclusive rights to use «Car Parking » («Car Parking In Word») stack/mechanical/puzzle car parking spaces at the basement/ stilt / open/ podium level of the said Property situated in said layout / Building / Project (hereinafter referred to as the “Car Park/s”) ;

For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of an unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation - For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the said unit, meant for the exclusive use of the Unit Holder; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Unit Holder and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Unit, meant for the exclusive use of the Unit Holder. The expression “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or walls made from bricks or blocks or precast materials or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall. All walls which are constructed or provided on the external face of an apartment shall be regarded as “external wall” and all walls or

independent columns constructed or provided within an apartment shall be regarded as “internal partition wall”;

DD. Prior to the execution of these presents the Unit Holder/s has / have paid to the Promoter a sum of Rs. «Received amount»/- («Received amount in words») being part payment of the Sale Consideration of the said unit agreed to be sold by the Promoter to the Unit Holder/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Unit Holder /s has / have agreed to pay to the Promoter balance of the Sale Consideration in the manner hereinafter appearing in Annexure “G” annexed hereto and other charges as mentioned in Clause 10;

EE. The Unit Holder/s further agree/s and confirm/s, that the Promoter shall be entitled to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the receivables of the said Unit, if any, accruing or likely to accrue therefrom, excluding the said Unit;

FF. The Unit Holder/s has prior to the execution of this Agreement visited and inspected the site of construction of the Project and has at his/her/their/its own, cost, charge and expense carried out due diligence in respect of the title of the Promoters to the Property and after satisfying himself / herself / themselves / itself about the title of the Promoters thereto and having accepted the same, the Unit Holder/s has entered into this Agreement with the Promoters and the Unit Holder hereby agrees not to further investigate the title of the Promoters and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Promoters to the Property at any time in future.

GG. The Promoter reserves the rights for vertical extension of all the buildings under construction on the Layout as per the plans/ permissions received by the Promoter for the construction thereof from time to time during the development of the Layout. It is specifically understood and agreed by the Unit holder that by such vertical extension, the OHT (overhead water tank) and terrace will automatically shift to such highest sanctioned floor level.

HH. The promoter informs the Unit holder that the Promoter reserves the right to register such vertical extension of all or any project building as separate RERA project, if required. It is further clarified that the Unit holders of the such vertical extension or separate RERA project shall be having rights at par with the unit holders of this project with regards to utilization of all and any common areas and amenities, facilities available to the Unit holder in the said Project and for becoming members of proposed association of Unit holders to be formed by unit holders of the said project. The Unit holder hereby gives his/her/its/their unconditional confirmation and NOC for registration of vertical extension of the said project building as mentioned herein, as

separate RERA project and the Unit Holder/s shall not raise issues or dispute of any nature whatsoever in this regard in future.

II. The Unit Holder/s is aware that the present access to the Project Land/Layout may be changed by the Promoter and the final permanent access to the Project Land/layout shall be determined and provided by the Promoter in due course of the development. The Unit Holder/s is further aware that the internal access to the entire Layout, including the Project Land, all the building constructed on the layout, common amenities etc shall be common and the Unit Holder/s shall not raise issues in this regard in future.

JJ. This Agreement has been entered into between the Promoter and the Unit Holder/s under the provisions of the Acts and the Unit Holder has perused and confirms the following prescribed Annexures as annexed hereto, which are respectively marked as shown below: –

- (a) Block Plan for the said Project is annexed hereto and marked Annexure “A”;
- (b) Commencement Certificate/s issued by KDMC is annexed hereto and marked Annexure “B”;
- (c) Copy of the RERA Certificate annexed hereto and marked Annexure “C”;
- (d) Floor Plan for the said Unit is annexed hereto and marked Annexure “D”;
- (e) Certificate of Title is annexed hereto and marked Annexure “E”;
- (f) Copies of Property Cards respect of the said Property is annexed hereto and marked Annexure “F”;
- (g) Schedule for the payment of the Purchase Price of the said Unit and other charges by the Unit Holder is annexed hereto and marked Annexure “G”;

KK. The rights of the Unit Holder/s under this Agreement, unless otherwise specified, are restricted to the Premises hereby agreed to be purchased by the Unit Holder from the Promoters as stipulated herein.

LL. Under Section 13 of RERA, the Promoters are required to execute a written agreement for sale of the Flat in favour of the Unit Holder, being in fact this Agreement and also to get the same registered under the Registration Act, 1908 (duplication).

MM. Relying upon the same as stated hereinabove, the Promoters hereby agree to sell the Premises to the Unit Holder/s and the Unit Holder hereby agrees and undertakes to purchase the Premises as set out herein.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and this Agreement for sale shall be read, understood and construed accordingly.
  
2. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that the Promoter is constructing the said Larger Project on the said Property delineated in the Layout Plan and identified as **Sunteck Crescent Park**” using the FSI available to the Promoter present and future and/or such other additional FSI that may be available to the Promoter as is granted/permited by the concerned authorities from time to time, it being clearly agreed and understood by the Unit Holder/s, that any benefit available by way of increase in FSI, or global FSI in respect the Larger Property or the Project Land or otherwise, shall only be for the use and utilization of the Promoter, and the Unit Holder/s shall have no right and/or claim in respect thereof, whether during construction or after construction having been completed. The construction shall be carried out in accordance with the rules and regulations as may be applicable and in accordance with the said Layout, plans, designs and specifications sanctioned by KDMC and/or other concerned authorities and which has been inspected by the Unit Holder/s.
  - (a) The Promoter shall be entitled to make modifications/amendments to the Layout Plan in order to get further permissions as may be necessary from time to time to complete the construction of the larger project as disclosed hereinabove and construct such additional floors and/or buildings/ structures etc. as per such revised plans as disclosed hereinabove, as approved by KDMC and/or other concerned authorities. The Promoter shall be entitled to develop the retail/commercial/residential structure in the said Layout. The Promoter/Owner may in its/their sole discretion sub-divide the said Larger Property/said Layout/Project Land, and/or amalgamate the same, with any contiguous, adjoining or adjacent lands and properties as may be desired and may acquire further parcels of land adjacent to the Project Land from any person or persons (including the Government of Maharashtra) and include such plots of land in the layout plan of the Larger Property and include the same as a part of the proposed development by amending the layout from time to time and utilize the FSI/ development potential available from such additional parcels of land for the construction/development of the several buildings / structures etc. proposed on the Layout as a part of the development programme. Further, the Promoter shall have the right to effect such alterations to the buildings/ structures etc in the said Layout Plan, if and when found necessary, which alterations may involve all or any of the following changes, namely, change in the number of the units to be constructed or dimensions or height, elevation or contractors of the building/ structures etc or such other changes or variations due to any condition that may be imposed by planning authorities, as it may be necessary without intimating the Unit Holder/s in respect thereof. The Unit Holder/s agree and undertake/s not to

raise any objections in this behalf at any time whatsoever, provided that the Promoter agrees to obtain separate consent of the Unit Holder/s in respect of such variation, alteration or modification, if it adversely affect the said Unit.

(b) The Unit Holder/s /Unit Holder and/or the Organization and/or the Apex Body shall not have any objection to the aforesaid and the Unit Holder/s does hereby grant consent to the Developer Promoter to carry out the necessary acts, deeds, matters and things. Without prejudice to the generality of the foregoing, the Promoter has informed the Unit Holder and the Unit Holder hereby agrees and confirms that the Promoters shall be entitled to exploit and utilize the entire development potential (by whatever name called) that may become available on account thereof, by constructing additional premises on the Property (“**Further Proposed Plans**”)

3. The Promoter shall construct/develop the said Property in phase wise manner and the same shall be known as **Sunteck Crescent Park** for residential/commercial/retail use in accordance with the plans, designs, and specifications approved and/ or to be approved and/ or amended by the concerned local authorities from time to time and which have been seen and approved by the Unit Holder/s. In the first phase of the development the common open parking provided may be for use and benefit of all the unit holders in the said Project and other phase to be developed on the said Layout.

4. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that in addition to units to be constructed in the said Building, the Promoter will be entitled, if required by law or in terms of this Agreement, to construct further structures ancillary to the Building such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company, recreational facilities, utilities and/or any types of services required etc. on any portion of the said Property. In addition to the said ancillary structures, the service lines common to the said Building and other buildings/structures being constructed on the said Property/ said Layout shall pass through portion of the said property upon which the Building is being constructed and other amenities and facilities which are common for the use of the said Building and other buildings being constructed on the said Property may be provided on the portion of the said Property over which the said Building is being constructed and for which the Promoter will not be required to take any further consent of the Unit Holder/s under this Agreement. The Unit holder/s shall always co-operate with all the other Unit holders as regards use and enjoyment of the said facilities, utilities, amenities etc. at all times.

5. (a) The Unit Holder/s hereby agree/s to purchase and the Promoter hereby agrees to sell to the Unit Holder/s the Unit No. «Unit No» admeasuring «Carpet in sqmtr»

square mtrs. carpet area as per the RERA, +\_\_\_\_\_ square mtrs Balcony, \_\_\_\_\_ square mtrs Utility area thus aggregating to **«Total Area in sqmtrs»** square mtrs. on **«Floor »** floor in Building/**«Tower»** in the said Project (hereinafter referred to as the “said Unit”) delineated on the Floor Plan (see Annexure “D”), at or for the lump sum consideration of Rs.**«Agreement Value»/-(«Agreement Value in words»)** (hereinafter referred to as “**Sale Consideration**”) which shall be payable by the Unit Holder/s to the Promoter in the manner provided in **Annexure “G”** annexed hereto and which is exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority, under the provisions of the Acts made hereunder. The unit holder alongwith the said unit is also entitled to have exclusive right to use **«Car Parking »** (**«Car Parking In Word»**) stack/mechanical/puzzle car parking spaces at the basement/ stilt / open/ podium level / of the said Property situated in said layout / Building / Project (hereinafter referred to as the “**Car Parks**”) , The car park location will be earmarked and allotment shall be done at the time of possession of the said Unit.

(b) The Unit Holder/s shall have no right of any nature in respect of any other car park space, than the car park space that would be allotted to the Unit Holder/s, at the time of or after possession of the said Unit. Open parking space provided by the Promoter which would be meant for use and benefit of all the Unit Holder/s of all Building/s to be constructed on the said Layout, as per the availability.

(c) The Unit Holder/s is/are aware that the parking provisions shall be accommodated in basement/ stilt / open/ podium level as per approved plans in form of stack/mechanical/puzzle/tandem car parking spaces and the same shall be allotted as per availability. The stack parking/puzzle parking shall be operated and maintained by The Developer Promoter and the Developer Promoter shall recover maintenance and operational cost/charges from the allottees of said parking systems. The Developer Promoter shall have exclusive rights for allotment of parking spaces in the said layout.

(d) The Unit Holder/s is /are aware that the Promoter shall develop the open space (Recreational Grounds) for the common use of all the flat Unit Holders/ Unit holders of the buildings to be constructed on the said Property as well as for the buildings being constructed on the said Layout. The Unit Holder/s is/are further aware that all the pathways/ walkways, podium parking area and RG area as shown in the layout plan shall be used for the enjoyment and benefit of all the flat Unit Holder/s /Unit holders of all the buildings/phases including the buildings to be constructed on the said Layout.

(e) The common amenities and facilities to be provided by the Promoter shall be for the use and benefit of the Unit Holder/s in the said Project as well as for the Unit holder in the Phase which are part of the future development on the said Layout are as specified in the **FIFTH SCHEDULE** hereunder written. The Unit Holder/s is/are satisfied about the said common amenities and facilities agreed to be provided by the Promoter and has no objection in respect thereof hereafter.

6. It is clarified that Sale consideration (other than GST or any other taxes etc.) to be paid by the Unit Holder, by whatsoever name called shall be deposited in a separate account as may be intimated by the Promoter.
7. For this purpose, the Promoter may raise appropriate demand notices for payment upon the Unit Holder, specifying the amount out of each installment of the consideration to be paid into the account mentioned in Clause 5(a) above. The Unit Holder shall pay the same within 10 (ten) days of the date of such a demand notice. Further, the Promoter is not obliged to give any notice reminding such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates. Delay in payment shall be considered as default and the Promoter shall levy interest thereon as may be applicable in law and take other steps as shall be necessary.
8. In case of any financing arrangement entered by the Unit Holder with any financial institution/Banks etc. with respect to purchase of the said unit, the Unit Holder undertakes and shall ensure that such financial institution/bank does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft favouring the Promoter or as may be intimated by the Promoter.
9. The Unit Holder/s agree/s and confirm/s that the certificate of the Promoter shall be conclusive proof that the plinth or the casting of the respective slabs or other respective stages for payment of installments stated herein below are completed as mentioned in the letter of intimation from the Promoter to the Unit Holder/s, and the Unit Holder/s shall make payments of the respective installments within 10 (ten) days from date of receipt of letter of intimation from the Promoter, time being of the essence to such agreement. The Unit Holder/s shall not be entitled to raise any objections with regard to the completion of the plinth or the respective slabs or completion of respective stages or the certificate of the Promoter. The Unit Holder/s shall make the payment within a period of 10 (ten) days, and in case of failure to do so, the Unit Holder /s agrees and undertakes to pay to the Promoter interest at the rate of prevalent SBI MCLR plus 2% (Two Percent) per annum on monthly basis or such other rate as may be prescribed under the applicable laws, on all the amounts outstanding under the terms of this Agreement. Provided that, payment of interest

shall not save the termination of this agreement by the Promoter on account of any default/ breach committed by the Unit Holder /s in payment of any outstanding amount and/or on account of any default/breach committed by the Unit Holder /s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter will be first appropriated towards default amount interest payable to the Promoter.

10. The Unit Holder/s shall, before taking actual possession of the said Unit but within 10 (ten) days of intimation being received from the Promoter, in addition to the Sale Consideration, pay to the Promoter, the following amounts –

- (i) **Rs.«Legal Charges»/-(«Legal Charges IN WORDS»)** towards payment of Society formation and legal charges:
- (ii) Amount to be paid to the concerned authorities/private companies towards Mahanagar gas connection charges etc. **(to be determined later at the time of possession);**
- (iii) Amount towards deposits to be paid to the concerned authorities/private companies towards water meter, electricity meter, or any other service connection in relation to the said Project **(to be determined later at the time of possession);**
- (iv) Amount for Advance Maintenance **(to be determined later at the time of possession);**
- (v) Amount towards development charges **(to be determined later at the time of possession);**
- (vi) Amount towards share application money **(to be determined later at the time of possession);**
- (vii) **Rs. «Club House charges »/- («Club House charges in Words »)** towards club-house charges.

11. Any GST or other taxes whatsoever which are levied or become leviable under the provisions of the applicable law in respect of the Sale Consideration , mentioned in Annexure G, amounts/deposits mentioned in Annexure G and Clause 10 or any other amounts/charges payable to the Promoter by the Unit Holder/s in terms of this Agreement, shall be borne and paid by the Unit Holder/s within 10 (ten) days of intimation from the Promoter including increase, if any and the Unit Holder/s shall indemnify and keep indemnified the Promoter from and against the same.

- 12.** The deposits/amounts towards the respective heads as mentioned in Clause (10) above are as per the present estimate, and subject to modification by the Promoter at its sole discretion. Such deposits/amounts shall not carry any interest. The un-utilized amounts as mentioned in Clause (10) (iv) above will be transferred to the Association of Unit Holders to be promoted/ registered by the Promoter. The Unit Holder/s agree/s to pay any deficit /increase due to rise in costs etc., in respect of the amounts/deposits mentioned in Clause 10 (iii) & (iv) above to the Promoter, within 10 (ten) days of demand made in respect thereof. Save and except for amounts mentioned in Clause (10 (iv) above, the Promoter shall not be liable to render any account of amounts so received from the Unit Holder/s and/or the Association of Unit Holders to be promoted/ registered.
- 13.** The Total consideration mentioned in Annexure G and the deposits/ charges stated herein in clause 10 hereto is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Unit Holder for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Unit Holder, which shall only be applicable on subsequent payments.
- 14.** The Unit Holder/s shall be liable to bear and pay the proportionate share of outgoings and maintenance charges in respect of the said Unit and the said Property, over which the said Project is being constructed, including but not limited to local taxes, property taxes, rates, duties, assessments, premiums, impositions, betterment charges or other levies imposed by KDMC and/or concerned authorities, and also all outgoings with respect to water charges, insurance, common electricity bills, sinking fund, repair and maintenance of common staircase, lifts, sanitation, firefighting equipments, close circuit TV, salaries , bill collectors, watch and ward, security, sweepers and other personnel and all other expenses necessary and incidental to the management and maintenance of the said Property and also the common services, internal roads, lights and other conveniences and utilities including all increases, if any due to inflations or increase in costs and expenses, as will be available in common for the buildings to be constructed on the said Layout, within 10 (ten) days of intimation from the Promoter that the said Unit are ready for possession, but prior to taking actual possession thereof. The decision of the Promoter with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Unit Holder/s, shall be final and binding on the Unit Holder/s who shall not, under any circumstances, raise any objection with regard to the same.

15. The Unit Holder/s further agree/s that till the proportionate share of outgoings required to be paid as stated hereinabove by the Unit Holder/s is determined, the Unit Holder/s shall continue to pay to the Promoter/ Association of Unit Holders provisional monthly contribution as may be determined by the Promoter towards the said outgoings at the time of the possession of the Unit or soon thereafter. The amounts so paid by the Unit Holder/s to the Promoter shall not carry any interest and shall remain deposited with the Promoter till the formation of the Association of Unit Holders.
16. The Unit Holder/s agree/s that if due to any notifications, ordinances, enactments, or amendments in the existing laws, any additional taxes, levies, GST etc, or any other amounts pertaining or relating to the sale of the said Unit is levied and/or payable, the same shall be paid by the Unit Holder/s on demand made by the Promoter within 10 (ten) days, and the Unit Holder/s shall indemnify and keep indemnified the Promoter and Owner from and against the same. The payment of all such taxes, levies or government charges shall be paid by the Unit Holder/s separately.
17. Without prejudice to other rights of the Promoter hereunder or in law otherwise, the Unit Holder/s agree/s to pay to the Promoter, interest at the rate of prevalent SBI MCLR plus 2% (Two Percent) per annum on monthly basis or such other rate as may be prescribed under the applicable laws on all the amounts which become due and payable by the Unit Holder/s to the Promoter under the terms of this Agreement, from the dates of the said amounts becoming due and payable by the Unit Holder/s to the Promoter till full realization thereof. However, such delay in payment shall not exceed beyond a period of **60 (sixty)** days from the due dates thereof.
18. (a) If the Unit Holder/s fail/s to pay any installment of the Consideration as stated in Annexure G or amounts/deposits under Clause (10) above or any other amounts/charges payable to the Promoter in terms of this Agreement within a period of 60 (sixty) days from the date on which such amounts became due/payable, the Promoter, without prejudice (a) If the Unit Holder/s fail/s to pay any installment of the Consideration as stated in Annexure G or amounts/deposits under Clause (10) above or any other amounts/charges payable to the Promoter in terms of this Agreement within a period of 60 (sixty) days from the date on which such amounts became due/payable, the Promoter, without prejudice to the right of Promoter to charge interest in terms of clause 9 above, on the Unit Holder/s committing default in payment on due date of any amount due and payable by the Unit Holder/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Unit Holder/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.

- (b) Provided that, Promoter shall give notice of fifteen days in writing to the Unit Holder/s by Registered Post AD at the address provided by the Unit Holder/ and mail at the e-mail address provided by the Unit Holder/, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Unit Holder/ fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Unit Holder/ (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination instalments of sale consideration of the Apartment which may till then have been paid by the Unit Holder/ to the Promoter.

- (c) Upon termination the amount shall be refunded by the Promoter as stated above, provided the Allottee executes a cancellation deed in the format specified by the Company (“Cancellation Deed”) and such other documents as may be required for cancellation of the Units and be required to register the same as per the timelines specified by the Company and undertake all actions as may be required to give effect to this provision.

- (d) On execution and registration of Deed of cancellation, the allotment of the said Unit shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the said Unit. Simultaneously, upon cancellation of the allotment after execution of this Agreement, the Promoter shall refund all such amounts paid by the Allottee (s) till the date of cancellation without interest subject to forfeiture of the following amounts as detailed hereunder being the liquidated damages payable to the Promoter: (a) entire Booking Amount (i.e. 10% sale consideration). Any Taxes, cess, levies, charges, stamp duty, registration charges etc. paid by the Allottee to any statutory authority shall not be refunded to the Allottee (s); (b) Total interest accrued on account of the delay/default in payment of any Instalment/s and other charges as per the payment plan calculated till the date of the cancellation/termination letter; (c) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature; (d) All amounts (including taxes) paid or payable as Brokerage/commission or referral fee to any real estate agent, broker, channel partner, institution or third party etc. by the Promoter in respect of the booking of the Allottee(s).

(e) Upon termination of this Agreement in the circumstances mentioned in Clause 18 (a) above or as mentioned herein below, the Parties shall execute and register a Deed of Cancellation to record the cancellation of this Agreement. The Unit Holder/s agree/s that he/she/they have executed a Specific Power of Attorney along with this Agreement specifically authorising the Constituted Attorney to execute the Deed of Cancellation in event of the Unit Holder/s inability to come forward for execution of the Deed of Cancellation subsequent to the termination of this Agreement on account of default by the Unit Holder/s. The said Specific Power of attorney will lapse simultaneous to the complete payment of the Consideration and other charges payable at the time of taking possession of the said Unit

(f) The Unit Holder/s further agree/s that in event of the failure on part of the Unit Holder/s to come forward to execute the Deed of Cancellation as intimated by the Promoter to the Unit Holder/s at the communication addressed and/or by electronic mode at the email address provided by the Unit Holder/s, the Promoter shall be entitled to execute the Deed of Cancellation in respect of the said Unit by calling upon the Constituted Attorney to execute the Deed of Cancellation in respect of the said Unit on behalf of the Unit Holder/s and the Unit Holder/s agree/s that he/she/they will not raise any objection thereto. The Unit Holder/s validates all action that may be taken by the Constituted Attorney in terms of the Specific Power of Attorney issued by the Unit Holder/s.

- 19.** The Unit Holder/s hereby understand/s and agree/s that, save and except for the intimation from the Promoter as provided under this agreement, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Unit Holder/s as per the payment schedule mentioned in Annexure G herein below, and the Unit Holder/s shall make all payment/s to the Promoter on or before the due dates, time being the essence of this Agreement.
- 20.** The Promoter/Owner shall be at liberty and be entitled to amend the plans of the said lay-out including the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:
- (a) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the plan of the said lay out including the said Property; and
  - (b) amalgamation of the said Property/said layout with any adjoining plots of land;
  - (c) The Unit Holder/s and/ or the Association of Unit Holders or any other body formed by the Unit Holders of the said Property shall not have any objections to the aforesaid and the Unit Holder/s hereby grants his/ her/ their irrevocable

consent and no objection to the Promoter to carry out the necessary acts, deeds, matters and things.

- (d) The Unit Holder/s hereby grants his/ her/ their irrevocable authority and consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the building(s), including the terraces, basement, open spaces, garden area and to permit the same to be utilised for any permissible purpose and shall be entitled to obtain permissible change of user thereof at the discretion of the Promoter.

**21.** If the FSI, by whatever name or form is increased (a) in respect of the said Property/said layout/Project Land and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property/said Layout/Project Land (b) on account of TDR (or in any other manner is made available for being utilized or otherwise and/or if the sanctioning authorities permit the construction of additional floors/wing, then in such event, the Promoter shall be entitled to construct such additional floors, wing/s as per the revised building/s plans and deal with the same in the manner the Promoter deems fit and proper.

**22.** (a) The Unit Holder/s hereby further agrees and covenants with the Promoter to sign and execute all papers and documents in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the said Building/s in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoter may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the KDMC or any other appropriate authorities in that behalf as well as for the construction of such wings/building in the said Property or Project Land upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Unit agreed to be purchased by the Unit Holder/s is/are not in any manner adversely affected. Further, the Unit Holder is aware that the Promoter shall be and is developing the said Property and shall construct such structures and buildings as they deem fit as per the approvals from the concerned and competent authorities.

(b) The Unit Holder/s also explicitly confirm/s and agree/s that the Promoter shall be entitled to take Part Occupation Certificate in respect of the said Building including the said Unit. On receipt of the Part Occupation Certificate in respect of the said Building with respect to the said Unit, the Promoter shall offer possession of the said Unit to the Unit Holder/s. The Unit Holder/s shall clear all pending dues on demand being raise to that effect on receipt of such part occupation certificate, irrespective of status of balance construction without any demur and shall take possession of the said Unit from the Promoter within the timelines mentioned in this Agreement from the date of receipt of a written intimation from the Promoter offering possession of

the said Unit to the Unit Holder/s and the Unit Holder/s shall have deemed to have taken possession of the said Unit at the expiry of the said time period.

(c) The Unit Holder/s further explicitly confirms that the Developer Promoter have represented the unit holders that it shall carry out development on the said Project Land by constructing a project Building consisting of Ground + P1 to P5 + 6<sup>th</sup> to 50<sup>th</sup> floors as per construction permissions to be received from KDMC under Accommodation Reservation Policy and/or any amendments thereto under UDCPR. As specifically mentioned hereinabove, the present approval has been obtained for constructing Ground + P1 to P5 + 6<sup>th</sup> to \_\_\_\_ upper floors and that the Promoter shall be entitled to utilize balance FSI of the said Project (“**Balance FSI**”) for completing construction of balance floors in the said project building as represented by the Promoter in this Agreement executed between the Parties and that the Unit Holder/s hereby provide/s his/her/their expressed consent to that effect.

(d) The Unit Holder/s further confirm/s and agree/s that the Promoter shall be entitled to carry out the remaining construction of the upper floors of the Building, if the same is not completed till then, then in such event the Unit Holder/s shall not object to or obstruct the construction work. The Promoter agrees and confirms that the Promoter shall take appropriate safety precaution to minimize the nuisance and inconvenience which may be caused to the Unit Holder/s due to the ongoing work, if any. The Unit Holder/s further agree/s that it shall not seek any costs or damages from the Promoter in respect of the further construction of the upper floors.

23. The Promoter shall not be required to obtain consent in case of any addition or alteration in approved plans of the said project is in compliance of any direction or order issued by the competent authority, if required and or in case such addition or alteration in approved plans is not adversely affecting the said unit allotted to the allottee.

24. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that amenities and facilities such as swimming pool and other common amenities has been specifically earmarked for the Project and will be commonly provided for buildings to be constructed on the said Property as well as for the buildings to be constructed on the said Layout. The Unit Holder/s hereby agree/s and confirms that he/she/it/they shall not be entitled or have any right to use the amenities and facilities of other Projects to be developed on the said Layout. The Unit Holder/s further covenant that they shall not cause any nuisance, hindrance or raise objections to the use of these amenities and facilities by the residents of the buildings in the future development constructed on the said Layout.

25. The Unit Holder/s is/are fully aware and has/have satisfied himself/ herself/ themselves/itself and has/have understood and agreed that the Consideration in respect of the said Unit agreed to be purchased by the Unit Holder/s does not include any element of recovery of payments towards running and operation of common areas, amenities & facilities or any other conveniences as well as recovery of payment towards maintenance charges of any kind by the Promoter in any manner whatsoever.
26. The Promoter shall hand over possession of the said Unit to the Unit Holder/s, by \_\_\_\_\_ (“**Delivery Date**”), **PROVIDED** that –
- (a) Unit Holder/s has/have not committed any default in making payments to the Promoter of the respective installments of the Sale Consideration on their due dates;
  - (b) Unit Holder/s is/are willing and ready to make full payment of all amounts/deposits payable to the Promoter in terms of this Agreement and/or any other amounts /charges payable to the Promoter under this Agreement; and
  - (c) Prior to such date, the Unit Holder/s is/are not in breach of any other terms and conditions of this Agreement.
27. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Unit on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of
- (i) war, civil commotion or act of God,
  - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
28. If the Promoter, for any reason other than those stated hereinabove, is unable to give possession of the said Unit on the expiry of the Delivery Date as specified in hereinabove, the Promoter shall be liable to pay to the Unit Holder/s interest as may be prescribed under the applicable laws per annum on all the sums already received from the Unit Holder/s in respect of the said Unit, for the delayed period (i.e. beyond the delivery date) till the date of intimation by the Promoter to deliver possession of the said Unit.
29. The Unit Holder/s shall take possession of the said Unit, within 10 (ten) days of intimation by the Promoter (“the Date of Possession”). The Unit Holder/s shall, on expiry of the 10 (ten) days, or upon receiving possession of the said Unit (whichever is earlier), be deemed to have accepted the said Unit, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Unit Holder/s expressly understand/s that from such date, the risk and ownership

to the said Unit shall pass and be deemed to have passed to the Unit Holder/s. The Unit Holder/s shall be liable to pay maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Unit Holder/s takes possession of the said Unit or not. In case of non-payment, the Promoter shall be entitled to exercise various rights, available under this Agreement. The Unit Holder/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Unit from the expiry of 10 (ten) days from the notice of possession.

30. (a) The Unit holder/s hereby agree/s that in case the Unit holder/s fail/s to respond and/or neglects to take possession of the said Unit within the time stipulated by the Promoter, then the Unit holder/s shall in addition to the above, pay to the Promoter holding charges at the rate of **Rs. \_\_\_\_/- (Rupees Twenty Only)** per week per square feet of the Total Area of the said Unit (“Holding Charges”) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of such delay the said Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Unit holder/s in relation to its deterioration in physical condition.

(b) The Unit Holder/s explicitly agree/s and confirm/s that till the date of handover of physical vacant and peaceful possession of the said Unit to the Unit Holder/s post receipt of complete payment of the full Consideration of the said Unit including any Other charges related thereto towards the Society Formation, Legal Charges, Advance Maintenance Charges, Corpus etc. as mentioned in this Agreement, the Promoter shall have the unconditional right to utilise the said Unit for any purpose whatsoever including but not limited to the use of the said Unit as a sample flat or show flat for its prospective customers, administration office for its staff or vendors, or any type of use that the Promoter may deem fit. The Unit Holder/s agree/s not to object to the same or demand any compensation or reimbursement, costs, damages etc. for use of the said Unit from the Promoter.

(c) Subject to the other terms of this Agreement, the Unit Holder/s specifically agrees and confirms that the ownership of the said Unit will be transferred to the Unit Holder/s only upon the handover of physical vacant and peaceful possession of the said Unit after receipt of Occupation Certificate in respect of the said Unit in the Building of the Project from the concerned civic authorities. The Unit Holder/s has/have no ownership right whatsoever on the said Unit prior to the payment of full sale consideration and all other charges or interest if any payable by the Unit Holder under this Agreement.

- 31.** The construction and development of the said Unit and the said Building in the said Project shall be commenced and completed in accordance with the sanctioned plans and specifications mentioned in this Agreement as modified from time to time. If within a period of 5 (five) years from the date of handing over the Apartment to the Unit Holder/s, the Unit Holder/s brings to the notice of the Promoter any structural defect in the Unit or the building in which the Units are situated then, wherever possible such defects shall be rectified by the Promoter at his own cost.. However, Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect to the Unit/said Building.
- 32.** If after the date on which the Unit Holder/s has/have taken possession of the said Unit, any damage due to wear and tear of whatsoever nature is caused to the said Unit (save and except the defects as mentioned in Clause 31 above), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Unit Holder/s and the Unit Holder/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.
- 33.** The Unit Holder/s are informed and has/have understood and confirmed that in view of the amendments/variations that may be effected by the Promoter to the construction/development of the said Project, the area of the said Unit may vary at the time of actual delivery of possession in the manner provided under this Agreement. The Promoter shall confirm the final carpet area that has been allotted to the Unit Holder/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 03 (Three)% (percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Unit Holder/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Unit Holder/s. If there is any increase in the carpet area allotted to the Unit Holder/s, the Promoter shall demand additional amount from the Unit Holder/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Payment Schedule of this Agreement.
- 34.** Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Unit Holder/s, under the terms and conditions of this Agreement, have a first charge/lien to the said Unit, and the Unit Holder/s shall not transfer the same his/her/their/its right, title, interest to the said Unit or benefits under this Agreement to any third party, in any manner, whatsoever, until full payment of all amounts payable by the Unit Holder/s under this Agreement, is made to the Promoter. In any case, for any transfer of rights the

NOC of the Promoter shall be required and shall be subject to charges as shall be conveyed by the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.

- 35.** Until assignment/transfer of the said Building/said Project together with the underlying said property or portion thereof in favour of the Association of Unit Holders/Apex Body as mentioned herein below, the Promoter, shall be entitled, to develop and/or construct additional storey/s, along with one or more terraces, and/or garden, pent houses with or without open spaces attached thereto, and shall be entitled to sell the exclusive use of same and/or dispose of the same at the discretion of the Promoter. The Unit Holder/s shall not be entitled to raise any objection, whatsoever, with respect to the same. The Unit Holders of such attached terrace/s, garden, pent houses shall be exclusively entitled to the use of the terrace/s or open spaces allotted to them.
- 36.** As soon as the said Building of the said Project is notified by the Promoter as complete and offered possession of the said Unit to the Unit Holder/s, post receipt of Occupation Certificate, the Unit Holder/s shall pay to the Promoter all balance installments of the Sale Consideration (if any are pending) and all other amounts/deposits payable under this Agreement within 10 (ten) days of receipt of such written notice served, however in any event prior to taking actual possession of the said Unit.
- 37.** The Unit Holder/s shall use the said Unit, and every part thereof, and/or permit the same to be used for the purpose of residential/ commercial/retail as the case may be as per the sanctioned use only, and shall use / permit the use of the car parking spaces, if any, allotted to the Unit Holder/s, only for the purpose of parking car/s of the Unit Holder/s, and not for any other purpose whatsoever.
- 38.** The Promoter has informed the Unit Holder/s that he/she/they/it shall not be entitled to claim any rebate or reduction in the Sale Consideration, nor any other benefit/s from the Promoter, as a result of such development, and/or amendments, alterations, modifications and/or variations that the Promoter shall cause to be carried out, and the Promoter shall be entitled to use the additional area, if any, so granted to the Promoter, from time to time by KDMC, or such additional FSI available on the Project Land.
- 39.** The Unit Holder/s agree/s and undertake/s that the terrace of the top floor on the said Building, including the parapet wall shall always be the property of the Promoter, and the Promoter shall be entitled to use the parapet wall for any purpose including display of advertisements/sign boards *etc.* and the Unit Holder/s, shall not be entitled

to raise any objection/s or ask for any abatement in the price of the said Unit on the ground of inconvenience or any other ground whatsoever. Attached terraces to the respective residential premises, if any, shall exclusively belong to the Unit Holders thereof and the Unit Holder/s shall not object to the same at any time in future.

40. The Unit Holder/s hereby agree/s that he/she/they/it, shall have no claim in respect of the Project Land or any part thereof, and/or the said Layout and/or the said Property or the said Building or any part thereof, save and except the said Unit.
41. The Unit Holder/s is aware that he/she/it/they shall not be entitled to and /or claim at any time or have any right to use the amenities and facilities of other Projects to be developed on the said Layout. The amenities and facilities provided for the said Project are to be enjoyed by the Unit Holders with all residents on the said Layout, as herein set out.
42. The Promoter shall take steps for the formation of one or more Societies under the Maharashtra Co-operative Societies Act, 1960 in respect of the Building/s (the “**Association of Unit Holder/s**”) as provided u/s 11(4)(e) of the RERA Act or per provisions of applicable law in respect to the Project/s on the said Property. The Association of Unit Holder/s shall be known by such name as the Promoter may in its sole discretion decide for this purpose. It is agreed and understood by the Unit Holder/s that the Promoter may opt, at its own discretion, to form separate association/s for one or more buildings or Projects of the Layout or phase/part thereof (including separate organizations for the retail, commercial and residential portions). The Unit Holder/s 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 Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Unit Holder/s so as to enable the Promoter to register the common organization of Unit Holders. No objection shall be taken by the Unit Holders 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 Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
43. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor Original Owner/Promoter and/or the owner in the said structure of the Building or wing in which the said Unit is situated (“**Building Conveyance**”), subject to the Promoter’s right (i) to dispose of unsold flats/premises, if any and receive the entire consideration amount and

outstanding dues from the Unit Holders; and (ii) to consume the entire balance FSI, balance TDR and any additional further increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the /said Property/Project Land; and (iii) to use all internal roads and all the facilities, amenities and services for such future and /or ongoing development or otherwise.

44. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Original Owner/Promoter and/or the owner in the project land on which the building with multiple wings or buildings are constructed.
45. Within 15 days after notice in writing is given by the Promoter to the Unit Holder/s that the Premises is ready for use and occupancy, the Unit Holder/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Unit Holder/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Unit Holder/s further agrees that till the Unit Holder/s share is so determined the Unit Holder/s shall pay to the Promoter provisional monthly contribution month towards the outgoings as may be determined by the Promoter. The amounts so paid by the Unit Holder/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
46. It is agreed and understood by the Parties that the Promoter may, in its sole discretion form and register an apex organization (“Apex Body”) comprising of the various body/ Associations formed in respect of the buildings to be constructed on the said Layout including the Association of Unit Holder/s of the said Building/said Property referred to hereinabove after the occupancy certificate has been received for all buildings which form part of the said Property and/or other buildings to be developed in the said Layout. Within 3 months from the receipt of the occupation certificate for the last building constructed on the said Layout the Promoter and the Owner shall

endeavor to draft a Deed of Conveyance/assignment or such other transfer document in favour of such Associations or Apex Body as the case may be in respect of all of the Promoter's right, title and interest in the said Layout, subject to and excluding the Building Conveyance and also subject to the right of the Promoter (i) to dispose of unsold flats/premises, if any, and receive of the entire consideration amount and outstanding dues from the Unit Holders; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Project Land; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise alongwith rights to manage and administer the common areas, amenities, facilities and infrastructures and the Project Land.

- 47.** At the sole discretion of the Promoter, part or whole of the land of the said Property and additional amenities and infrastructure including internal roads, in respect of the said Property and such parts of the said Building which are excluded from the Building Conveyance may be conveyed to the Apex Body.
- 48.** The Unit Holder/s hereby agree and undertake that the Unit Holder/s along with other Unit Holders in the Association/Apex Body shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and taxes, administrative expenses on the Building Conveyance and Land Conveyance or any kind of document whereby ownership rights of the said Building/said Property are transferred to the Association/ Apex Body.
- 49.** Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Property or the said Building or any part thereof save and except the said Unit agreed to be sold to the Unit Holder/s.
- 50.** The Unit Holder/s and the Unit Holder/s of the other flat/ premises shall join in the formation and registration of the said Association and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Association including the bye-laws of the Association of Unit Holders and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Unit Holder/s so as to enable the Unit Holder to register the said Association under RERA and the rules framed thereunder. If the Unit Holder fails to comply with all requirements for formation of the said Association within the prescribed time limit, then the Promoter shall not be held responsible or liable in manner for such delay in registration of said Association. No objection shall be taken by the Unit Holder/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, or any other Competent Authority.

51. The Unit Holder/s or their nominee/s or assignee/s or the said Association hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the aforesaid amenities plot/area/ facilities shall solely and exclusively belong to the Promoter and the Owner subject to the terms and conditions of the said Development Agreement and Unit Holder/s or their nominees or assignee hereby waive all such claim etc.
52. The Promoter hereby declares that the FSI (including TDR/FSI and Ancillary FSI) available for the said Project in respect of the said Layout, as per the present applicable regulations, is about \_\_\_\_\_ **sq. mtrs.** or thereabouts only. The residual F.A.R (FSI) and/ or TDR/ FSI and/or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called in respect of the said Property not consumed will be available to the Promoter till the full and complete development of the Project Land. The Promoter shall be entitled to purchase/acquire TDR and load the same on the Project Land or any part thereof for which Unit Holder/s doth hereby accord his/her/their no objection for the same. It is further agreed and recorded by and between the parties hereto that the Promoter shall be entitled to undertake the construction work on the said property as is convenient to the Promoter and as may be permissible under Development Control Regulations and/ or by the KDMC and/or any amendment/s thereto and/or re-enactment thereof from time to time. The residual F.A.R. (FSI) and/ or TDR / FSI (by whatever nomenclature called) of the said Property not consumed will be available to the Promoter till the full and complete development of the Project Land which may be acquired by the Promoter hereafter at any time and/or generate TDR/FSI Certificate and either utilize the same for its own purposes or any other property/project of the Promoter and/or its nominees including but not limited to the adjoining projects and/or sell and dispose off such TDR/FSI Certificate and adjust all benefits and/or sale proceeds etc. emitting therefrom for their own benefit without any reference to the Unit Holder/s and/or being responsible to make over the profits and/or sale proceeds thereof to the Unit Holder/s herein. It is agreed by and between the parties hereto that in the event of Promoter acquiring and/or developing any other adjacent property/properties to the said property, the Promoter shall be entitled to utilize FSI and/ or TDR / FSI (by whatever nomenclature called) of the said Property and/or utilize the FSI and/ or TDR / FSI (by whatever nomenclature called) with or without payment of the premium to KDMC and / or any other concerned authority of any adjacent property/properties on the said Property as the Promoter in its sole discretion may deem fit and proper. In addition to the above, the Promoter have further informed to the Unit Holder/s that as per the prevailing rules and regulations, the Promoter is additionally entitled to purchase and load TDR on the said Property for construction purposes and the Promoter shall carry out the construction activities on the said Property as per the discretion of the Promoter.

53. It is agreed and recorded by and between the parties hereto that at any time after the Promoter executes the assignment/transfer in respect of the said Building in favour of the Association of Unit Holders and the said property, in favour of the Federation/apex body of the Association of Unit holder, any additional FSI or TDR becomes available on the said Property and the Association of Unit Holders/ Federation/apex body decides to exploit/utilize such FSI or TDR then the Association of Unit Holders shall appoint the Promoter or any of the Promoter's nominees for the development/construction with respect to such FSI or TDR on the terms and conditions mutually agreed upon by them. The Unit Holders hereby gives his irrevocable consent for the same and agrees not to take any objection for the same.
54. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Unit Holder/s confirms and consents that the Unit Holder/s have purchased the said Unit solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in writing and signed by or on behalf of the Parties, as supplemental hereto.
55. (a) The Unit Holder/s agree/s and consent/s, to the appointment by the Promoter of any agency, firm, corporate body, organization, association or any other person (hereinafter referred to as '**Facility Management Company**') to manage, upkeep and maintain the said Project together with the underlying portion of the said Property on the said Layout , sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoter may be required to install, operate and maintain common areas, common amenities & facilities, car parking areas and open spaces. The Facility Management Company shall collect such fee which shall be a minimum of 20% escalation thereto, on the actual expenses to be incurred towards such managements and maintenance activities. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the said Project including the said Building, including the Unit Holder/s proportionate share of outgoings as provided under this agreement. It is hereby clearly clarified, agreed and understood that the Facility Management Company, shall also be entitled to exercise their rights for collecting the charges and expenses mentioned herein, even after formation of the Association of Unit Holders. The Unit Holder/s hereby grant their consent confirming such agreement / contract / arrangement that the Promoter has or may have to enter into with the Facility

Management Company. It is further expressly understood, that the Promoter and/or Owner shall not in any manner be accountable, liable or responsible to any person including the Unit Holder/s and/or Association of Unit Holders for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such maintenance, management and control of the said Building / said Project and/or common areas and amenities & facilities thereto.

(b) The Unit Holder/s further agree/s and undertake/s to be bound on or before taking possession of the said Unit and from time to time thereafter to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/Facility Management Company, for the purposes of framing rules for management of the said Project and use of the said Unit by the Unit Holder/s for ensuring safety and safeguarding the interest of the Promoter/ Facility Management Company and other Unit Holders of premises in the said Project and the Unit Holder/s also agree/s and confirm/s not to raise any disputes/ claims against the Promoter / Facility Management Company and other Unit Holders of premises in this regard.

- 56.** The Unit Holder/s agree/s and undertake/s, that without prior written consent from the Promoter, the Unit Holder/s shall not be entitled to sell, transfer, let, sub-let, or give on leave and license, and/or assign / convey and/or part with possession of the said Unit or any part/ portion thereof and/or deal with or dispose of his/her/their/its interest in the said Unit including his/her/their/its right, title and interest and/or benefit under the said Agreement or any part thereof to any person/s, company etc. till all his/her/their/its dues of whatsoever nature under this Agreement, owed to the Promoter, are fully paid and also subject to the Unit Holder/s not being guilty of any breach of or non-compliance of any of the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained under the agreement, the Unit Holder/s further agree/s and undertake/s, that the Unit Holder/s shall not sell, assign or transfer their right, title, or interest, in the said Unit or any portion thereof or the benefits under this Agreement till the conveyance/assignment of the said Property to the Society/ Organization / Federation/Apex Body formed. However, the Promoter may at its own discretion have a right to permit such sale, transfer, and assignment on such terms as conditions as it may deem fit and subject to payment of transfer charges/premium and any other cost of transfer as may be applicable on rates that the Promoter may determine in this regard. All costs towards payment of stamp duty, registration charges and other incidental costs/charges payable for the execution of such an assignment/transfer agreement shall be borne by the Unit Holder/s and the intending transferee alone and a copy of the duly executed agreement shall be furnished to the Promoter within 10 (ten) days from the date of registration of the

assignment/transfer agreement. The Unit Holder/s undertake to ensure that the assignee shall abide by the terms and conditions of this Agreement and that such assignee shall be subject to compliance of the terms and conditions of this Agreement

**57.** The Deeds of Conveyance/Assignment/ (as the case may be) shall contain suitable provisions in respect of the use and maintenance of the common infrastructure / services / facilities / amenities etc., pertaining to the construction/development undertaken on the said property as a whole and with respect to the construction/development undertaken on the said Layout as are assigned and transferred to such Association/s. The Deed of Conveyance/Assignments/ and all other documents to be executed and also the bye-laws/Memorandum of Association/Articles of Association/Rules and Regulations in connection with the formation and/or registration of the said Association shall be formulated, drafted and approved by the Advocates appointed by the Promoter and the same will contain such covenants and conditions as the said Advocates shall think reasonable and necessary. Any stamp duty, registration charges or other miscellaneous charges incidental to execution of such Conveyances/ Assignments/ shall be borne solely by the Unit Holders of premises in the several buildings to be constructed on the said Property (including the Unit Holder/s) and/or other Unit Holders of the Units in other buildings to be constructed on the said Layout. The Promoter or its transferees, successors or assigns shall be admitted as member/s of the Association of Unit Holders to the extent of all unsold and/or unallotted premises, areas and spaces in the said Building and/or the said Project. The bye-laws, Articles of Association/Rules and Regulations of the Association of Unit Holders shall not contain any provision contrary to the provisions herein contained and the Unit Holder/s shall not in any manner raise objection to such admission. It is further expressly clarified, agreed and understood that the Unit Holder/s and/or the Association of Unit Holders shall not raise any objection or dispute and/or claim any compensation, if the area permitted to be conveyed or transferred by the authorities is at variance with or is less than the area of the portion of the said Property as stated in this Agreement, whether the same is consequent upon the setback line or area, DP reservations, amenity space etc., if any, and reserved portions of the said Layout/Project Land being handed over and transferred to KDMC and/or the government or local bodies or authorities, of any other reason whatsoever.

**58.** A Deed of Conveyance/Assignment to be executed in respect of the said Building/said Property together with the underlying land of the said Layout in favour of the such Association/Federation/ Apex Body Holders shall inter alia contain the following:

- a) Such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be

imposed by the Promoter for safeguarding its overall interest in the said Property and the said Building together with the underlying land with respect to the Buildings to be constructed on the said Layout.

- b) Such provisions and covenants as may be necessary for giving effect to provisions mentioned herein regarding the Promoters' right over the development/construction with respect to any additional FSI and/or TDR that becomes available on the said Property together with the underlying land with respect to the Buildings to be constructed on the said Layout after conveyance/assignment by the Promoter in favour of the Association of Unit Holders.
- c) A covenant by the Unit Holder/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.
- d) The right of the Promoter to full and complete access of the said Property/said Layout for the construction of the additional structures as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Association of Unit Holders to admit such Unit Holder of the said Unit comprised therein as its member without charging any additional amount.
- e) The Promoter shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Association of Unit Holders/Apex Body and shall continue until the entire said Property together with the underlying land with respect to the Buildings to be constructed on the said Layout is developed;
- f) Even after conveyance/assignment of the said Property together with the underlying land with respect to the Buildings to be constructed on the said Layout, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;
- g) The Promoter shall be permitted access and entry to the tower/building/s and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the RERA;

**59.** The Promoter or its assigns and successors shall not be obligated to pay any maintenance fee towards the unsold and/or un-allotted premises, areas and spaces in the said Building. It is further clarified that the Promoter shall not be liable to bear or pay any amount by way of contribution, outgoings, deposits, transfer fees, non-

occupancy charges, donation, premium or otherwise to the Association of Unit Holders formed in the manner mentioned above in respect of any unsold/un-allotted units or car parking spaces in the said Building. The Promoter will be entitled to apply and obtain reduction in and/or refund of municipal and other taxes, cesses, assessments and levies on account of vacancy of unsold/un-allotted premises, if the Promoter becomes liable to pay or has paid the same in respect of such unsold/un-allotted premises in the said Project. If refund of any such taxes, cesses, assessments or other levies is made by the corporation or any other government, local or public body or authority to the Association of Unit Holders in respect of such unsold/un-allotted units and car parking spaces in the said Project, then the Association of Unit Holders shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Promoter, whether the Promoter has demanded the same or not.

**60.** The Unit Holder/s hereby agree/s and confirm/s that, even after formation of the said Association as aforesaid or the Deeds of Transfer/Assignment (as the case may be) are executed, the Promoter shall have the full right and authority to develop the said Property/said Layout by use of the entire un-utilised FSI or additional FSI (present and future) and other additional FSI that may be sanctioned by KDMC in respect of the Project Land or otherwise as stated herein and which shall continue to be under the ownership and control of the Promoter who shall be entitled to utilize it for its benefit alone in the development of the Project Land and inter alia to put up further construction on the Project Land or any portions thereof and to deal with and dispose of the same on account of and for the benefit of the Promoter alone without any rebate to the unit Holder/s or Association of Unit Holders. Further, in view of the composite development proposed in respect of the said Layout, as described in this Agreement, the Unit Holder/s agree/s and confirm/s that even after formation of the Association of Unit Holders, the assignments/transfers in the manner contemplated under Clause above will be undertaken by the Promoter only after the entire additional FSI (present & future) and any other additional FSI that may be sanctioned by KDMC has been fully utilized by the Promoter and the construction and development of all buildings on the said Layout (including the said Building) together with all ancillary structures, amenities and facilities are completed to the satisfaction of the Promoter.

**61.** It is also CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN PARTIES that –

(i) The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property and any common Rights of Ways with the authority to grant such rights to the Unit Holder/s and/or users of premises in the said Project being constructed on the said Property (present

and future) at all times, during all hours of day and night by foot and also by vehicles of all description howsoever propelled and whether laden or unladen and the right of access to the said Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground water-tanks, substation of power supply company etc. situated on the said Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for full and proper use and enjoyment of the said Property and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building to be constructed in the said Project on the said Property (including the said Building) without in any way obstructing or causing nuisance to the ingress and egress of the Unit Holder/s /other occupants of premises in said Project constructed on the said Property.

- (ii) Necessary provisions for the above shall be made in the Deeds of Transfer/Assignment/Declaration /Deeds of Apartments to be executed as provided hereinabove. The Unit Holder/s hereby expressly consent/s to the same.

**62.** If the Unit Holder/s make/s any unauthorized change or alteration or causes any unauthorized repairs in or to the said Unit or the said Building, the Promoter shall be entitled to call upon the Unit Holder/s to rectify the same at his/her/its/their own cost and to restore the said Unit or the said Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Unit Holder/s do/es not rectify the breach within the such period of 30 (thirty) days, the Promoter may in its sole discretion decide to carry out necessary rectification /restoration to the said Unit or the said Building and all costs/charges and expenses incurred by the Promoter for carrying out such rectification /restoration shall be reimbursed by the Unit Holder/s. If the Unit Holder/s fail/s to reimburse the Promoter any such costs, charges and expenses within 10 (ten) days of demand by the Promoter, the same would be deemed to be a charge on the said Unit and the Promoter will be entitled to recover from the Unit Holder/s all such costs, charges and expenses. Also, the Promoter would be entitled to terminate this Agreement on expiry of the 10 (ten) days notice period and thereupon the consequences of termination as provided under Clause 18 would follow. The Unit Holder/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Unit or the said Project or the said Property.

- 63.** All unsold and/or un-allotted residential premises, areas and spaces in the said Building/Project, including without limitation rights to terraces, parking spaces, storage spaces, and service areas shall always belong to and remain the property of the Promoter. The Promoter shall be at liberty to sell, let, sub-let, assign or otherwise deal with or dispose of in any manner, whatsoever, all unsold and/or un-allotted premises, areas and spaces in the said Project including without limitation, terraces, parking spaces, storage spaces and service areas as the Promoter may, in its absolute discretion deem fit.
- 64.** The Unit Holder/s shall at no time demand partition of his/her/their/its interest in the said Unit /said Building/said Project or any part thereof, it being hereby expressly, agreed, understood and confirmed by the Unit Holder/s that his/her/their/its interest in the said Unit/Building/said Project or any part thereof is impartible.
- 65.** The Unit Holder/s shall at his/her/their/its own cost maintain the said Unit in the same condition, state and order in which it is delivered to him/her/them/it and shall abide by all the byelaws, rules and regulations imposed by the Promoter, said Association, KDMC or other concerned authorities, and shall be responsible for all actions and violations of any of the conditions and covenants contained in this Agreement.
- 66.** Prior to the Promoter offering possession of the said Unit to the Unit Holder/s, the Unit Holder/s shall bear and pay all charges / deposits, imposed by concerned authorities or any other statutory authorities.
- 67.** The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware and hereby expressly agree/s that the Promoter will be developing the said Layout /Project Land as a layout area by constructing residential cum commercial cum retail buildings thereon as per the development programme to be determined by the Promoter in its absolute discretion from time to time. The Unit Holder shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on grounds of noise pollution, inconvenience, annoyance or otherwise or on grounds that light and air and/or ventilation to the said Unit or said Project or any part thereof is adversely affected or likely to be affected by such construction.
- 68.** (a) The Unit Holder/s acknowledge, agree and confirm that the Promoter is entitled to allot the covered car parking space/s in the Building for an additional cost/charge and the Unit Holder/s do not have any objection to the same.

(b)The Unit Holder/s is/are aware that as a part of the common areas and amenities, the Promoter will be providing parking spaces in the stilt/ stack/ podium level- in form of mechanical/stack/puzzled/tandem parking in the Building for use by the Unit Holders/ of the other Building/Towers/Projects of this layout. The Unit Holder/s is/are aware that the Promoter has allocated and/or shall be allocating other parking spaces to other Unit Holders/occupiers of premises in the said Project and hereby gives its unconditional and irrevocable consent for allotment of such car parking spaces to other unit holders and undertakes not to raise any objection in that regard.. The Unit Holder/s hereby confirms warrants and undertakes to use the Parking spaces for the purpose of the parking vehicles only and not otherwise. The Association of Unit Holder/s and /or the Apex Body formed shall also confirm and ratify the allotment of parking spaces (including the Car Park/s) in the manner allotted/sold by the Promoter as per the list of car parkings allotted by Promoter to the various Unit Holders/occupiers (including the Unit Holder/s herein) of premises and shall not and/or shall cause the Association of Unit Holder/s Apex body not to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various Unit Holders of the premises in the Building. The allocation is for smooth functions and to avoid disputes between the Unit Holders.

(c)The exact location and demarcation of the Parking spaces on the stilt/ stack /podium shall be at the sole discretion of the Promoter and the same shall be intimated to the Unit Holder/s at the time of handing over of possession of the said Unit. The unit Holder/s agree/s that he/she/its/they shall not raise any dispute or objection as to the location and/or demarcation by the Promoter of the allotted Parking spaces.

(d) The Promoter confirms that open car parking space/s provided by the promoter on the said Property would be for use and benefit of the Unit Holder/s of said Project together with the Unit Holder/s of the other Buildings to be constructed on the said Layout.

(e)The Unit Holder/s shall have no right of any nature in respect of the car park space/s other than the car park space that would be given to use to the Unit Holder/s, if any, at the time of/after possession. In order to regulate the car parking space the Promoter at the time of offering the possession of the said Unit may identify the parking space meant for the said Unit and the Unit Holder/s shall park his/her/their car therein and will not be entitled to park his/her/their car anywhere else. This condition is the essence of this Agreement/contract.

(f)The Unit Holder/s is/are aware that the car parking spaces belong to the Promoter only and the same cannot be used by the Unit Holder/s/Ad-Hoc Committee/Proposed Societies/ Managing Committee unless acquired from the Promoter under a separate allotment letter and or an Agreement executed by the Promoter. The security of the

Promoter shall have every right to remove any such car/ vehicles parked by Unit Holders, Ad-Hoc Committee/ Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Ad-hoc Committee and/ or of the Committee of an Association, to ensure that, members and/ or the Unit Holder/s do not park their cars, on any allotted car parks on the said Property, to whom, the Promoter have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Unit Holder/s are not allowed/ entitled to use any area of covered car parking or otherwise unless the Promoter in writing permits the same.

(g)The allotment / right to use the Car Park granted by the Promoter is a cumulative allotment / right along with the Unit and the Unit Holder/s shall not be entitled to sell, transfer, lease, license or otherwise deal with the Unit and the Car Park separately.

69. Any delay tolerated or indulgence shown by the Promoter, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Unit Holder/s by the Promoter, shall not be treated / construed / considered, as a waiver or acquiescence on the part of the Promoter of any breach, violation, non-performance or non-compliance by the Unit Holder/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights / remedies of the Promoter.
70. The name and address of the said Project together with the other projects on the said layout shall be known and displayed as “*Sunteck Crescent Park*” and by such other name, in future, as per the sole discretion of the Promoter, subject to the approval as applicable of the Assistant Registrar of Co-operative Societies, KDMC or any other concerned authorities.
71. The Unit Holder/s with intention to bind himself/herself/themselves/itself and all persons / companies into whomsoever hands, the said Unit come and his/her/their/its successors in title / legal heirs, administrators and assigns, doth hereby, covenant with the Promoter as follows –
- (a) To use the said Unit or permit the same to be used only for residential purpose if it is residential unit and for commercial/retail purpose if it's a shop/retail area under the rules, regulations and byelaws of the Association of Unit Holders, KDMC and other concerned authorities;
  - (b) To maintain the said Unit at the Unit Holder/s costs and expenses in good and tenantable repair and condition, from the date of possession of the said Unit

being given by the Promoter to the Unit Holder/s, and shall not do or permit to be done anything in the said Project and or to the staircases, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or byelaws to be framed by the Association of Unit Holders or concerned authorities or change / alter or make additions in the said Unit or any part thereof, or to the said Project or any part thereof, and in the event of the Unit Holder/s contravening any of the aforesaid provisions, the Unit Holder/s shall be solely responsible for the consequences thereof;

- (c) The Unit Holder/s undertakes to install air-conditioner/s only in the space defined/identified by the Promoter, in the said Unit/s, for the same, and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed, by the Promoter, in respect of the same;
- (d) The Unit Holder/s undertake/s, not to make any structural alterations or additions of whatsoever nature, in the said Unit and/or change the exterior façade of the Building, floor lobby, common passage windows, elevation or the colour scheme, fittings, fixtures and other specifications in the common areas in the said Project, or the tiling / layout in / of the compound of the said Building, or make any change in the landscaping, gardens or any part of the said Property on which the Building has been constructed, in any manner, whatsoever, so as to alter the original appearance thereof, as provided by the Promoter, at the time of giving possession;
- (e) Not to demolish or cause to be demolished, the said Unit or any part thereof, nor at any time make or cause to be made any additions or structural alterations of whatever nature, in or to the said Unit or any part thereof, nor any alteration in the elevation and outside the said Building, and shall keep the said Unit, sewerages, pipes, drains in the said Unit/s and appurtenances thereto, in good and tenable repair order and condition so as to support, shelter and protect other parts of the said Project, and shall not chisel or in any other manner, damage the columns, walls, beams slabs or RCC part of the structural member of the said Unit;
- (f) The Unit Holder/s further agree/s and undertake/s to carry out the interior work strictly, in accordance, with the rules and regulations framed by the Promoter/ Association of Unit Holders and without causing any disturbance, to other unit holders of premises in the said building. The Unit Holder/s further agree/s and undertake/s to deposit with the Promoter / Association of Unit Holders (as the case may be), a sum of **Rs.«Fitout Deposit»/-** (**«Fitout Deposit in Word»**) to be utilized by the Promoter / Association of Unit Holders, in case of any damage, caused to the said building, or any part thereof, and the same shall remain deposited, till the entire interior work in the said Unit/s is completed, and shall be refunded without interest to the Unit Holder/s, only in case the amount is not adjusted towards wear and tear

and damages so caused, by the Unit Holder/s. The Unit/ Holder/s also agree/s to pay and keep deposited with the Promoter/Association of Unit Holders (as the case may be), such sums /charges towards the use of the lift and other amenities in the said building, during the period in which the interior work is carried out in the said Unit, as may be determined by the Promoter/Association of Unit Holders (as the case may be) and intimated to the Unit Holder/s. For the above purpose the Parties agree and undertake to execute a supplementary and/or fit out agreement as required by the Promoter before the handing over of the possession of the Unit to the Unit Holder/s.

- (g) Not to store in the said Unit, any goods, objects, materials which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building, in which the said Unit is situated, or the storing of which goods, objects, or materials are prohibited by the Promoter/ Association of Unit Holders /concerned authorities. The Unit Holder/s, shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or is likely to damage the staircases, common passages, entrances or lifts or any other structure or part of the said Building in which the said Unit is situated nor damage any fire-fighting equipments or create any kind of hindrance whatsoever, by blocking fire exits / escapes etc. and in case if any damage is caused to the said Building /lifts or any part thereof and /or said Unit on account of the Unit Holder/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Unit Holder/s shall be liable and responsible for all the consequences of the same, and the Unit Holder/s shall become liable and responsible to pay for all the damages incurred and/or the loss caused or suffered;
- (h) In the event of the Unit Holder/s doing or committing any act or deed in contravention of the above provisions, the Unit Holder/s shall be responsible and liable for the risk, cost, and consequences thereof, to the Promoter, Association of Unit Holders and /or concerned authorities;
- (i) Not to throw dirt, rubbish, garbage, rags or other refuse or permit the same to be thrown from the said Unit into the compound or any portion of the Building or the said Property or any part /portion thereof;
- (j) Not to cause any nuisance, hindrance, disturbance and annoyance to other Unit Holders of premises in the said Project or other occupants or users of the said Building, or visitors to the said Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (k) Pay to the Promoter, within 10 (ten) days of demand, by the Promoter his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility provided to the said Unit or said Building;

- (l) To bear and pay proportionate share of local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authorities in relation to the said Unit and also for any increases thereof on account of change of user by the Unit Holder/s or otherwise;
- (m) The Unit Holder/s shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Unit or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Unit Holder/s;
- (n) That the Unit Holder/s shall observe and comply with all the rules, regulations and bye-laws which the Promoter may specify and those which the Association of Unit Holders/Apex Body may adopt or frame at its/their inception and/or additions alterations or amendments thereto, that may be made from time to time, including those for the protection and maintenance of the said Project and the premises therein, and for the observance, performance and compliance of the building rules and regulations and bye-laws for the time being of the concerned authorities. The Unit Holder/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Promoter/ Association of Unit Holders/ Apex Body regarding use of all common areas, amenities and facilities in the said Project and the Unit Holder/s shall pay and contribute regularly and punctually towards all the rates, rents, taxes, cesses, assessments, levies, expenses and all other outgoings payable in accordance with the terms and conditions of this Agreement;
- (o) Not to do anything whereby the title of the Promoter and/or Owner to the said Property or any portion thereof is affected in any manner;
- (p) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the said Unit/s in the said Building, without the prior written permission of the Promoter / Association of Unit Holders /concerned authorities;
- (q) Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Unit (applicable only for residential unit);
- (r) To pay all the additional taxes, rates, assessments, levies *etc.* that may be levied by the concerned authorities in respect of the said Unit and also all amounts payable to the Promoter in terms of this Agreement;
- (s) The Unit Holder/s hereby agrees/s to pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Promoter is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be

a plea or an excuse for non-payment of any amount/s on their respective due dates;

- (t) The Unit Holder/s hereby covenant/s with the Promoter, to pay any amount/s required to be paid by the Unit Holder/s as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Promoter;
- (u) Not do or permit to be done any act or thing which may render void or voidable any insurance of the said Project and/or the said Property or any part thereof, or whereby, or by reasons whereof, increased taxes/premium shall become payable; and
- (v) **Responsibility of insuring the premises post possession:-** After possession of the said Unit is handed over to the Unit Holder/s, the Unit Holder/s can insure the said Unit from any loss, theft, damage caused due to human intervention or due to any Act of God or other incident/accident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter and/or Owner shall not be responsible for any loss/damage suffered thereafter.
- (w) The Unit Holder/s shall observe and perform all the rules and regulations which the Association of Unit Holders may adopt, at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the units therein and for the observance and performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Unit Holder shall also observe and perform all the stipulation/s and conditions laid down by the Association of Unit Holders regarding the occupation and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

These covenants shall be binding and operative even after the formation of the Association of Unit Holders.

- 72. The Unit Holder/s hereby grants to the Promoter the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Unit Holder/s to the Promoter including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoter to the Unit Holder/s. The Unit Holder/s agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Unit Holder/s, in that regard, shall be deemed to have been waived.
- 73. This Agreement shall supersede all earlier applications, discussions, documents, writings (whatsoever), etc. executed or exchanged by and between the Parties prior

to the execution hereof which may be inconsistent with this Agreement. The Parties confirm/s agree/s and acknowledge/s that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Unit Holder/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Promoter and/or their agents to the Unit Holder/s and or his/her/their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Unit Holder/s to enter into this Agreement. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in writing and signed by or on behalf of the Parties, as supplemental hereto.

**74.** The Promoter may at any time assign, transfer, convey in whole or in part, its rights in respect of the said Project, subject to the rights of the Unit Holder/s under this Agreement on such terms and conditions as the Promoter may, in its sole discretion deem fit, subject to requisite approvals and permissions as per provisions of the RERA. On such transfer/assignment, such transferee/s shall be bound by the terms and conditions herein contained including covenants/conditions affecting the said Property.

**75.** The Unit Holder/s further agree/s and confirm/s, that the Promoter shall be entitled to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the receivables of the said Unit, if any, accruing or likely to accrue therefrom and the said Property, excluding the said Unit. The Unit Holder/s give/s his/her/their/its consent to the Promoter to securitize the amounts receivable by the Promoter hereunder and to assign to banks/financial institutions the right to directly receive from the Unit Holder/s the balance installments of the Consideration or part thereof. The Unit Holder/s agree/s and undertake/s, upon receipt of such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such banks/financial institutions, the balance installments of the Consideration or part thereof as the case may be. The Promoter covenants that payment of such balance installments of the Consideration or part thereof in accordance with the terms hereof by the Unit Holder/s to banks/financial institutions shall be valid payment of the respective installments due in respect of the Consideration and would discharge obligations of the Unit Holder/s hereunder.

**76.** It is agreed that the Unit Holder(s) shall be entitled to avail of loan(s) from banks/financial institutions and mortgage the said Unit (or part thereof) by way of

security for repayment of such loan(s) to banks/financial institutions. The Promoter will grant its No Objection addressed to such bank/financial institution, however the Promoter shall not incur any personal liability/obligation for repayment of the monies so borrowed by the Unit Holder/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of the bank/financial institution in respect of the said Unit shall not in any manner jeopardize the Promoter's right to complete the construction of the said Project or to develop other portions of the Project Land or the Promoter's right, title or interest in the said Project and such mortgage shall be subject to the Promoter's first lien and charge on the said Unit in respect of unpaid installments towards the Consideration and all other amounts/deposits payable by the Unit Holder/s to the Promoter under the terms and conditions of this Agreement. The Promoter will issue its No Objection letter addressed to the bank/financial institution simultaneously against such bank/financial institution issuing its confirmation in writing addressed to the Promoter undertaking to make payment of the balance installments towards the Consideration directly to the Promoter as per the schedule for payment agreed hereunder and such confirmation letter shall be in a form mutually acceptable to the Parties and such bank/financial institution.

77. The Promoter and/or the Owner shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Unit/said Project by concerned authorities due to non-payment by the Unit Holder/s or other units Unit Holders of their respective proportion of the taxes, utility bills and other outgoings to the concerned authorities on account of default in making such payments, or upon the Unit Holder/s failing to comply with the terms and conditions of this Agreement.
78. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that the Promoter has retained to itself the exclusive right of providing T.V./Internet – Cable and dish antennae network in the said Project to be constructed upon the said Property. The aforesaid rights are retained by the Promoter to itself permanently and the Promoter shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Promoter may determine save and unless the Promoter relinquish the said rights. The consideration received for such assignment shall belong to the Promoter alone. In view thereof, the Unit Holder/s and /or other occupants of premises in the said Project shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Promoter or the assignee(s) of the Promoter save and except in case of relinquishment as aforesaid. The Unit Holder/s and/or occupants of premise in the said Project and/or Association of Unit Holders shall pay the charges (including deposits) as may be charged by the Promoter and/or such

assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Promoter and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto. The necessary covenant will be incorporated in the Deeds of Assignment/ Conveyance/ as the case may be.

- 79.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Building, Project, said Property, Project Land or any part thereof in favour of the Unit Holder/s. The Unit Holder/s shall have no claim, save and except in respect of the said Unit and all common areas, amenities and facilities specified in Fifth Schedule, will remain the property of the Promoter until the formation of the said Association/ Federation/ Apex Body of Unit Holders and transfer/assignment/ conveyance of the said Project to the Federation/ Apex Body of Unit Holders and underlying portion of the said property in the manner provided hereinabove, as the case may be.
- 80.** All notices to be served on the Unit Holder/s as contemplated by this Agreement, shall be deemed to have been duly served, if sent to the Unit Holder/s by Registered post with A/D, and/or under certificate of posting and/or Speed Post at his/her/their/its address/es specified against the names above, and shall duly and effectually discharge the Promoter, and shall be deemed to have been received by the said Unit Holder/s. The Unit Holder/s agrees to inform the Promoter in writing of any change in the mailing addresses as mentioned herein. In case of joint Unit Holder/s all the communications shall be sent by the Promoter to the first named Unit Holder/s under this Agreement.
- 81.** Any correspondence from or on behalf of the Unit Holder/s address to the Promoter shall be considered as duly served and acceptable only if such correspondence or communication has been done through or by Registered post with A/D, and/or under certificate of posting and/or Speed Post sent to the address of the Promoter as specified under this Agreement. It is further informed that save and accept correspondence or communication done in the manner as stated hereinabove, no other mode of communication or correspondence like electronic mail, Facsimile shall be considered as legally binding between the parties, unless it is addressed to \_\_\_\_\_ and not any other email ID.

If there is more than one Unit Holder named in this Agreement, all obligations hereunder of such Unit Holder/s shall be joint and several. All communications shall be sent by the Promoter to the Unit Holder/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Unit Holders.

**82.** All stamp duty, registration charges, out of pocket costs, such other charges and expenses incidental to this Agreement and GST or any other taxes whatsoever which are levied or become leviable, shall be borne and paid by the Unit Holder/s alone. If due to any changes in government policy and by virtue of the same, if any additional stamp duty, registration charges and/or any other taxes / rates are levied, the same shall also be borne and paid by the Unit Holder/s alone.

**83.** The Unit Holder/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the said Property / Project and has/have expressly understood the contents, terms and conditions of the same and the Promoter and Owner have entered into this Agreement with the Unit Holder/s relying solely on the Unit Holder/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Unit Holder/s to be observed, performed and fulfilled and complied with and therefore, the Unit Holder/s hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and Owner and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Unit Holder/s any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Unit and directly or indirectly as a result of the negligence, act and/ or omission of the Unit Holder/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and Unit Holder's non-compliance with any of the restrictions regarding the use and/or occupation of the said Unit.

**84.** The terms and conditions of this Agreement shall be binding on all transferee/s / assignee/s, from time to time, of the said Unit, which the respective Unit Holder/s may sell, transfer / assign and shall be enforceable against all such transferees.

**85. DISPUTE RESOLUTION**

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

86. Except as stated above in Clause 85, this Agreement shall be governed by the laws as applicable in India and any disputes in relation to this Agreement, shall be subject to the exclusive jurisdiction of courts at Mumbai, Maharashtra, India.

87. It is abundantly made clear to all the Unit Holder/s who are Non-Resident / foreign nationals of Indian origin, that in respect of all remittances, acquisitions / transfer of the said Unit, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Unit Holder/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they /it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter/Owner accept no responsibility in this regard and the Unit Holder/s agrees to indemnify and keep the Promoter/Owner indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

88. The Unit Holder/s hereby declares that he/she/they/it has perused this Agreement entirely and all the documents related to the said Property and the said Unit and has expressly understood the contents, terms and conditions of the same and the Unit Holder/s, after being fully satisfied, has entered and accepted this Agreement.

89. The permanent account number details of the Parties are as follows:

<b>NAME OF THE PARTY</b>	<b>PERMANENT ACCOUNT NUMBER DETAILS</b>
<b>Developer Promoter</b>	SUNTECK PROPERTY HOLDINGS PRIVATE LIMITED
<b>Landowner Promoter</b>	AMAR DYE CHEM LIMITED
<b>Unit Holder/s</b>	
<b>(i) «First Applicant»</b>	<b>«First applicant Pan card»</b>
<b>(ii)«Second Applicant»</b>	<b>«Second Applicant Papncard»</b>
<b>(iii)«Third Applicant»</b>	<b>«Third Applicant Papncard»</b>

**FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of the said Larger Property)**

All those pieces and parcels of land, admeasuring 34,852.7 sq. mtrs. or thereabouts out of total Larger Property thereabouts bearing following CTS Numbers as detailed below at Village Shahad, Taluka Kalyan and District Thane, within the Registration District of Thane and within the jurisdiction of the Sub-registrar of Assurances at KDMC.

Sr No.	CTS Numbers	Area (in square meters)
1.	165	2453.4
2.	166	2129.7
3.	167	1620.7
4.	168	849.2
5.	860	27800
<b>Total</b>		<b>34, 852.7</b>

**SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the said Property)**

All those pieces and parcels of land, admeasuring \_\_\_\_\_sq. mtrs. or thereabouts out of said Larger Property details of which are mentioned in Third SCHEDULE hereinabove.

**THIRD SCHEDULE ABOVE REFERRED TO**

**(Description of the Project Land)**

All those pieces and parcels of land bearing nos \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters, forming part of said more particularly described in the Second Schedule referred above.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(Description of the said Unit)**

**Unit No. «Unit No»** admeasuring **«Carpet in sqmtr» Sq Mtrs.** Carpet area as per RERA, \_\_\_\_\_ square meter Balcony area, \_\_\_\_\_ square meters utility area, aggregating **«Total Area in sqmtrs»** square mtrs. on **«Floor »** floor in Building/ **«Tower»** in the Project- Sunteck Crescent Park- \_\_together with exclusive right to use **«Car Parking »** (**«Car Parking In Word»**) mechanized/stack/puzzled car parking spaces in the stilt /open/podium/multi-level car parking situated in said layout/ Building/Project, being constructed on the said Property more particularly described in the Second Schedule referred above.

**FIFTH SCHEDULE ABOVE REFERRED TO**

**(List of Fittings, Fixtures, Amenities and Specifications in respect of the said Project)**

**INTERNAL AMENITIES**

**SIXTH SCHEDULE ABOVE REFERRED TO**

**(List of Amenities and Facilities, Common Areas and Specifications in respect of the said Project)**

**EXTERNAL AMENITIES**

**IN WITNESS WHEREOF** the Parties have executed this Agreement by the hand of their authorized signatories the day and year first hereinabove written.

**SIGNED AND DELIVERED** by the )  
withinnamed Developer **Promoter,** )  
**SUNTECK PROPERTY HOLDINGS** )  
**PRIVATE LIMITED** )  
by the hand of its )  
Authorized Representative \_\_\_\_\_ )  
duly authorized under the Resolution of the )  
Board of Directors passed at its meeting )  
held on \_\_\_\_ day of \_\_\_\_\_ )  
in the presence of )  
1. )  
2. )

**SIGNED AND DELIVERED** by the )  
Withinnamed )  
**AMAR DYE CHEM PRIVATE LIMITED** )  
by the hand of its )  
Authorized Representative \_\_\_\_\_ )  
duly authorized under the Resolution of the )  
Board of Directors passed at its meeting )  
held on \_\_\_\_ day of \_\_\_\_\_ )  
in the presence of )  
1. )  
2. )

**SIGNED AND DELIVERED** by the )  
withinnamed **Unit Holder/s** )  
**(a) «First\_Applicant»** )  
)

(b) «Second\_Applicant» )

)

(c) «Third\_Applicant» )

)

In the presence of )

1.

2.

### Annexure “G”

(Payment Schedule for Consideration & Other Charges)

The Unit Holder/s agrees to accept allotment/purchase from the Promoter, the said Unit at or for the Sale Consideration of Rs.«Agreement Value»/- («Agreement Value in words») to the Promoter in the following manner:-

#### (Payment Schedule)

The Unit Holder/s agrees to accept allotment/purchase from the Promoter, the Unit at or for the Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) to the Promoter in the following manner:-

(i) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only), as booking amount paid prior to the execution of this Agreement (the payment or receipt whereof the Promoter hereby admits and acknowledges);

(ii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 5.00% of the Consideration (after adjusting booking amount), within 15 days from date of booking, paid prior to the execution of this Agreement (the payment or receipt whereof the Promoter hereby admits and acknowledges);

(iii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 5.00% of the Consideration, within 30 days from date of booking, paid prior to the execution of this Agreement (the payment or receipt whereof the Promoter hereby admits and acknowledges)

(iv) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 10.00% of the Consideration, on Commencement of excavation;

- (v) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 10.00% of the  
Consideration, on completion of 1<sup>st</sup> Basement Slab;
- (vi) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 10.00% of the  
Consideration, on completion of Plinth;
- (vii) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 4.00% of the  
Consideration, on completion of Stilt (First) Slab;
- (viii) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 3.00% of the  
Consideration, on completion of 5<sup>th</sup> Slab;
- (ix) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 3.00% of the  
Consideration, on completion of 10<sup>th</sup> Slab;
- (x) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 3.00% of the  
Consideration, on completion of 15<sup>th</sup> Slab;
- (xi) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 3.00% of the  
Consideration, on completion of 20<sup>th</sup> Slab;
- (xii) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 3.00% of the  
Consideration, on completion of 25<sup>th</sup> Slab;
- (xiii) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 3.00% of the  
Consideration, on completion of 30<sup>th</sup> Slab;
- (xiv) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 3.00% of the  
Consideration, on completion of 35<sup>th</sup> Slab;
- (xv) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being 3.00% of the  
Consideration, on completion of roof Slab;

- (xvi) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) being 3.00% of the  
 Consideration, on completion of Brick/Block Work;
- (xvii) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) being 3.00% of the  
 Consideration, on completion of Internal Plaster of the said Unit;
- (xviii) Rs. \_\_\_\_\_ /- Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) being 3.00% of Consideration,  
 on completion of internal electrical conduit work of the said unit;
- (xix) Rs. \_\_\_\_\_ /- Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) being 3.00% of Consideration,  
 on Completion of internal plumbing work of the said Unit;
- (xx) Rs. \_\_\_\_\_ /- Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) being 3.00% of Consideration, on  
 completion water proofing the said unit;
- (xxi) Rs. \_\_\_\_\_ /- Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) being 3.00% of Consideration,  
 on Completion of tiling/flooring of the said Unit;
- (xxii) Rs. \_\_\_\_\_ /- Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) being 3.00% of Consideration,  
 on Completion of the installation of doors and windows of the said Unit;
- (xxiii) Rs. \_\_\_\_\_ /- Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) being 3.00% of Consideration,  
 on Completion of external painting of the said building;
- (xxiv) Rs. \_\_\_\_\_ /- Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) being 3.00% of Consideration,  
 on Completion of installation of Lifts in the said building;
- (xxv) Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Only) being 5.00% of the  
 Consideration, on receipt of occupation certificate in respect of the project or on  
 possession of the said Unit being ready to be delivered to the Unit Holders but in any  
 event before actual possession of the said Unit being taken by the Unit Holder/s.

#### OTHER CHARGES

- (i) **Rs.«Legal Charges»/-(«Legal Charges IN WORDS»)** towards payment of Society formation and legal charges:
- (ii) Amount to be paid to the concerned authorities/private companies towards Mahanagar gas connection charges etc. **(to be determined later at the time of possession);**
- (iii) Amount towards deposits to be paid to the concerned authorities/private companies towards water meter, electricity meter, or any other service connection in relation to the said Project **(to be determined later at the time of possession);**
- (iv) Amount for Advance Maintenance **(to be determined later at the time of possession);**
- (v) Amount towards development charges **(to be determined later at the time of possession);**
- (vi) Amount towards share application money **(to be determined later at the time of possession);**
- (vii) **Rs.«Club House charges »/-(«Club House charges in Words »)** towards club-house charges.

In addition the Unit Holder/s shall also be liable to pay such amounts in respect of the above headings. The Unit Holder/s agree/s that he/she shall make payment of the abovesaid amounts as will be determined and intimated by the Promoter by written communication to the Unit Holder/s on or before the handing over of the possession of the said Unit. The Unit Holder's agree's to make the payment thereof without any demur or protest within the timelines mentioned in the said communication.

**RECEIPT**

RECEIVED the day and year first hereinabove written of and from the withinnamed Unit Holder the sum Rs.«Received amount» /-(«Received amount in words») by following cheques:

<u>Cheque No.</u>	<u>Date</u>	<u>Amount</u>	<u>Drawn On</u>
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-----  
**Total** Rs.«Received amount»/  
(«Received amount in words»)  
=====

All cheques in favour of the Promoter being the amount of part payment payable by them to us.

**WITNESSES:**

**WE SAY RECEIVED**

\_\_\_\_\_