

common area facilities and amenities and the Promoter shall not be responsible for the same.

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

- (i) Rs. _____/- (Rupees _____ Thousand Only) for share money, application entrance fee of the Society.
- (ii) Rs. _____/- (Rupees _____ Thousand Only) for formation and registration of the Society.
- (iii) Rs. _____/- (Rupees _____ Thousand Only) for share of development charges.
- (iv) Rs. _____/- (_____ Only) being approximately 12 months provisional outgoings for the payment of proportionate share of provisional maintenance, charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric bill, etc
- (v) Rs. _____/- (Rupees Thirty Thousand Only) for deposit towards water, electricity, and other utility and services connection charges.
- (vi) Rs. _____/- (Rupees Thirty Five Thousand Only) being one-time membership fee with respect to the gymnasium forming part of the Project.

The above amounts are not refundable which are deposited by the Allottee with the Promoter. The Promoter shall utilize the amount paid by the Allottee/s to the Promoters hereinabove, for reasons stated therein and further for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with the formation of the said Society/Association of Flat Purchaser/s/Company as the case may be, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement and the Lease/Conveyance etc. The aforesaid deposit/payments shall not carry any interest. The Allottee/s shall not ask for any refund or any account of the said amounts or any amounts paid to the Promoter.

20. Promoter Right to Reserve

- i. The Promoter reserve to itself the right to the full, free and complete right of way and means of access over, along and internal access roads in the larger lands/layout plot and common right of ways at all times, by day and night, for all purpose and other amenities necessary for the full and proper use and development of the said Larger Lands and the Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Properties.

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

- iii. The Promoter has informed the Allottees that there is an internal road in the layout which can be commonly accessed by both rehab and sale residents. There is an physical RG on the said plot which can be accessed and used by rehab and sale residents. There is an existing temple on the said layout which can be accessed by the rehab, sale or any other person. The Allottee is made aware about the same and the Allottee confirms that he doesn't have any objection thereto.

21. Loan and Mortgage:

- (i) The Promoter hereby declare that the Project of free from any Encumbrances and has clear marketable title free from any charge of any banks or any financial institutions or any other authority.
- (ii) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charges, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- (iii) All the costs, expenses, fees, charges and taxes connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.



- (iv) The agreement and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- (v) In the event of any enforcement of security / mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance / support as may be required under applicable law.

22. Representations and Warranties of the Promoter: -

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate.

- (i) The Promoter has clear title and has the requisite rights to carry out development upon the Properties and also has actual, physical and legal possession of the Properties for the implementation of the Whole Project, subject to the terms and conditions of the indentures mentioned in Recital above, the litigations referred to in Recital above, and the mortgages set out in Recital above
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;

- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common arrears;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter has the right to enter into this agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Schedules hereunder written to the Society, save and except the basements, podium and stilts retained by the Promoter;

- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till the Part / Full Occupation Certificate and thereupon shall be proportionately borne by the Society;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee.

23. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the Properties including any common areas facilities and amenities on such terms and conditions as it may deem fit.

24. The Promoter shall be entitled to designate any space/areas on the Properties or any part thereof (including on the terrace and basement levels of the Real Estate Project) for the third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the purchaser/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, license basis or such other method as the Promoter may deem, proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, metres, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common including by purchaser/s of units/premises in the Real Estate Project/on the Properties, as the case may be. The Promoter and its workmen/agents/contractors/employees and any

third-party contracts shall be entitled to access and service such infrastructure and utilities over the Properties.

25. The Promoter shall be entitled to transfer and/or assign the benefit of additional F.S.I. / T.D.R or any other rights of the Properties to any third party and/or to allow any third parties to use and/or consume T.D.R or any other benefits or advantages or any other properties, on the Properties, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

26. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the Properties, and/or to have additional Electricity Supply and/or additional Water Supply and for other purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/or any other nature whatsoever. The Allottee/s directly and/or indirectly, shall into do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/or new construction and/or shall not raise objection and/or obstruction, hindrance or otherwise.

27. The Allottee, with intention to bring all persons into whosoever hands the premises and/or its rights, entitlements and obligations under this agreement, may come, hereby covenants with the Promoter as follows: -

- i. To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said wing in which the said premises is situated and the said premises itself or any part thereof without the consent of the local authorities and promoter.

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

29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or the Real Estate Project or the Properties and/or any buildings / towers / wings as may be constructed thereon, or any part thereof, The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.

32. The Promoter shall not mortgage or create a charge:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affected the right and interest of the Allottee who has taken or agreed to take such said premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as set out in Recital 23(i) above, which will be subject to the non-objection received from the mortgagees therein.

33. Binding Effect: -

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this agreement

with all the schedules and annexes along with the payments due as stipulated in the Payment Plan above, within 7 (seven) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned office of the Sub-Registrar or Assurances as and when intimated by the Promoter. If the Allottee (s) fails to execute and deliver to the Promoter this Agreement, within 7(seven) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

34. Nominee:

- (i) The Allottee hereby nominates [] ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee, the nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representative of the Allottee.
- (ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

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35. Entire Agreement:

- i. This Agreement, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said flat/building, as the case maybe.
- ii. Till a Conveyance or such other vesting document of the Building/Wing in which Flat is situated is executed in favour of Society/Limited Society, the Purchaser/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 Building/Wing or any part thereof to view and examine the state and condition thereof.
- iii. The Purchaser/s/Allottees will not blame Slum Rehabilitation Authority (SRA) for inadequate/ sub standard sizes of rooms in future & the prospective buyers will be made aware of the same & no claims/damages/risks will be made against Chief Executive Officer (Slum Rehabilitation Authority) & its staff with regards to the same and a copy of the sale agreement will have to submit before plinth C. C. to building u/ref..
- iv. The sale building is constructed with deficient open space & the prospective buyers are made aware of the same & no claims/damages/risks will be made against CEO (SRA) & its staff with regards to the same.

36. Right to Amend:

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

37. Provisions of this Agreement applicable to Allottee / subsequent allottees:-

