



NANDIVARDHAN

TOWARDS TOMORROW

**AGREEMENT FOR SALE
(Draft without Prejudice)**

THIS AGREEMENT is made at _____ on this ____ day of _____ in the Christian Year
TWO THOUSAND AND TWENTY TWO

BETWEEN

M/S. OM SAI GANESH BUILDERS & DEVELOPERS PVT. LTD.
(CIN _____) an active company duly registered under the erstwhile
Companies Act, 1956, and accordingly deemed to have been registered under the
Companies Act, 2013, having its registered office at 2403-A Wing, Marathon Futurex,
Mafatlal Mills Compound, N.M Joshi Marg, Lower Parel, Mumbai 400013 through their
Director **Mr. Yash Ritesh Mutha** who is authorized by the resolution of the Board dated
_____, (a copy whereof is annexed hereto as Annexure "A") hereinafter referred
to as "the Promoters" (which expression shall unless it be repugnant to the context or
meaning thereof be deemed to mean and include its administrators & assigns) of **ONE
PART;**

AND

Mr./Mrs. _____, Age- _____, PAN No. _____,
_____, Indian Inhabitant/s, having his/her/their address at

OR

M/s. _____ (PAN No. _____), a
partnership firm registered under the provisions of the Indian Partnership Act, 1932 having
its principal place of business at

OR

_____ Limited (PAN No. _____),
a company incorporated under the provisions of the Companies Act, 1956 and having its
registered office
at

OR

_____ LLP (PAN No. _____), a
limited liability partnership incorporated under the provisions of the Limited Liability
Partnership Act, 2008 and having its registered office at

OR

_____ (H.U.F.) (PAN No. _____)
through its Karta _____ having address at

hereinafter referred to as "THE ALLOTTEE/PURCHASER/S" (which expression shall
unless it be repugnant to the context or meaning thereof be deemed to mean and include (a)
in case of individual/s his/her/their heirs, executors, administrators and permitted assigns,
(b) in case of firm, such firm, its partner/s or survivor/s and heirs, executors, administrators
and permitted assigns of last such survivor, (c) in case of a limited company or limited
liability partnership its successors and permitted assigns and (d) in case of HUF, the Karta
of the HUF and any or each of the adult members/coparceners of the HUF and the survivor/s
of them and their respective heirs, executors, administrators, legal representatives,
successors and permitted assigns) of the **OTHER PART:**

[The Promoters and the Allottee/Purchaser/s are hereinafter, wherever the context may so
require, individually referred to as "Party", and collectively referred as "Parties"].

OM SAI GANESH BUILDERS AND DEVELOPERS PRIVATE LIMITED

2403 - A Wing, Marathon Futurex, Mafatlal Mill Compound, N.M. Joshi Marg, Lower Parel, Mumbai - 400013

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CIN No. U45200MH2004PTC148985

WHEREAS:

- a) By an Indenture of Lease dated 7th day of September, 1966 and registered with the Sub-Registrar of Assurances at Mumbai under Serial No.3895 of 1966 and executed between the Municipal Corporation of Greater Bombay, therein referred to as 'the Corporation' of the First Part, Janardan Hari Patwardhan, the then Municipal Commissioner for Greater Bombay, therein referred to as 'the Commissioner' of the Second Part and (i) Bai Sat Bhirai widow of Lakhmichand Sonamal Lamba (since deceased) , (ii) Raghbir Singh Lakhmichand Lamba , (iii) Jagdev Sing Lakhmichand Lamba and (iv) Bhajan Sing Lakhmichand Lamba, all therein referred to as 'the Lessees' of the Third Part, the said Corporation demised in favour of the aforesaid Lessees (as Joint Tenants) the Lease in perpetuity of the Plot of land admeasuring 1104 square yards equivalent to 923.08 square meters or thereabouts bearing Cadastral Survey No.185/10 of Matunga Division, in the Registration District of Mumbai City (hereinafter referred to as the "**said Land**") , together with the building as it then existed and comprising of a ground floor and two upper floors with two staircase rooms and of an out building of a ground floor only (hereinafter referred to as the "**said Building**")) and assessed by the Assessor & Collector of Municipal Rates and Taxes under 'F' Ward No.6835 (1), Street No.402 (hereinafter referred to as the "**said Property**") and more particularly described in the said Indenture of Lease at or for the lease rent and upon the terms and conditions and covenants as contained therein;
- b) Subsequent to the said Lease, the said Lessees put up further construction by constructing a part third floor on the said Building and all the premises in the existing building are let out to various tenants and occupants;
- c) The said Bai Sat Bhirai widow of Lakhmichand Sonamal Lamba being the mother of the Assignors (defined hereinafter) died intestate at Mumbai on 7th February, 1990 leaving behind the said (a) Bhajan Singh Lakhmichand Lamba, (b) Raghbir Singh Lakhmichand Lamba and (c) Jagdev Laxmichand Lamba being her sons and (d) Mrs. Tej Kaur Vig and (e) Mrs. Mohinder Kaur Singh being her married daughters as her only heirs, legal representatives and next-of-kin according to the Hindu Law of Succession by which the said deceased was governed at the time of her death;
- d) By and under a Deed of Assignment-cum-Conveyance dated 2006 duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No.6467 of 2006 on 28th June, 2006 between (1) Bhajan Singh Laxmichand Lamba, (2) Raghbir Singh Laxmichand Lamba and (3) Jagdev Singh Laxmichand Lamba, as "the Assignors" of the First part, (1) Mrs. Tej Kaur Vig and (2) Mrs. Mohinder Kaur Singh through their Constituted Attorney Shri. Jagdev Singh Lakhmichand Lamba as "the Confirming Parties" of the Second Part and the Promoters herein as "the Assignees" of the Third Part, for the consideration therein mentioned, the said Assignors with the knowledge and consent of Mrs. Tej Kaur Vig and Mrs. Mohinder Kaur Singh assigned the leasehold property unto the Promoters herein in perpetuity created under the herein before recited Indenture of Lease dated 7th September, 1966. The said Deed of Assignment Cum Conveyance dated 2006 is registered in the records of Estate Department of MCGM vide Letter bearing no.AC/Estates/13995/LB IV dated 08th December, 2021.
- e) The Lessors, Municipal Corporation of Greater Mumbai, through their Improvement Committee have passed a Resolution No 130 of 15/10/2008 and Corporation Resolution No 796 dated 11/11/2008 have stipulated that fresh lease for a period of 30 years will have to be executed on redevelopment and the existing lease for a period of 999 years stand automatically cancelled. However such a resolution has been challenged in the Court of law in Writ Petition no.1251 of 2014. The Promoters have given an undertaking to MCGM to accept the lease for 30 years on redevelopment subject to final verdict in the matter.

- f) As per the Property Register Card, the said Property stands in the name of Om Sai Ganesh Builders & Developers Pvt. Ltd. The copy of the Property Card in respect of the said property is annexed hereto as **Annexure-“B”**.
- g) In the aforesaid manner, the Promoters herein are absolutely seized and possessed of the said Property more particularly described in the First Schedule hereunder written.
- h) By a Development Agreement dated 31st May, 2014 (hereinafter referred to as “the said Development Agreement”), the Promoters agreed to grant to one S.K.P. Developers LLP the right to redevelop the said Property, at or for the consideration and upon the terms and conditions therein contained. The said Development Agreement was duly registered at the office of the Sub- Registrar of Assurances at Mumbai under Serial no. BBE- 1/4662 of 2014.
- i) For various reasons, the said Development Agreement cannot be proceeded with or implemented and therefore, the Parties have mutually terminated/canceled the said Development Agreement vide a Cancellation Agreement dated 14th December 2017. The said Cancellation Agreement is duly registered with the Sub-Registrar of Assurances at Mumbai City 3 under Serial no. BBE3-8726/2017.
- j) The Promoters are undertaking the redevelopment of the said Property by constructing new building or buildings on the said leasehold land after demolishing the existing structure on the said Land, in the manner prescribed in 33 (7) of the D. C. P. R. 2034 thereto and/or under 33 (12) (B) of the D. C. P. R. 2034 thereto or in accordance with any other rule and regulation for the time being in force read with provisions of Maharashtra Housing and Area Development Act, 1976 and the Bombay Municipal Corporation Act 1888 as amended up – to – date.
- k) The said Building was occupied by several tenants/occupants. The Promoters have approached the Tenants/Occupants and have arrived at an arrangement with the said Tenants/Occupants who have granted their consent and expressed their willingness to participate in the scheme of the redevelopment.
- l) The Mumbai Building Repairs and Reconstruction Board (“M.B.R&R”) unit of MHADA issued its NOC bearing no. R/NOC/F-2808/3858/M.B.R.&R. Board-2022 dated 26 May 2022 for redevelopment of the said Property more particularly described in the First Schedule hereunder written.
- m) The Promoters have got the plans approved by the Municipal Corporation of Greater Mumbai (“M.C.G.M.’) and obtained I.O.D. bearing no. **P-9613/2021/(185/10)/F/North/MATUNGA/IOD/1/New** dated **31/05/2022**. The Promoters have obtained Commencement Certificate bearing no. P-9613/2021/(185/10)/F/North/Matunga/CC/1/New dated 16/05/2022 from the MCGM and having obtained the said requisite sanction from the Concerned Authorities, have vacated the tenants/occupants from the said Property, demolished the existing buildings/structures and have commenced construction of a new multi storied Residential building known as **“PARK WAY”** on the said Land in accordance with the sanctioned building plans and permissions.
- n) As per the Building Approvals, the Promoters shall be constructing a new multi-storied Residential building on the said Land to be known as **“PARK WAY”** presently proposed to be consisting of Ground plus 7 podium levels plus 14 upper floors. (hereinafter referred to as **“the Proposed Building”**);
- o) The Proposed Building shall comprise of the Premises allotted to the existing tenants/occupants as permanent alternate accommodation and the Premises for sale to various allottees/purchasers of premises. The Allottee/s has/have no-objection whatsoever for the same.

- p) The Promoters have entered into a prescribed Agreement with Architect B.N.Shah & Associates (Architects) registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and also appointed Tech Line (Structural Engineer) for preparing structural designs and drawings and specifications of the Proposed Building and the Allottee/Purchaser/s accept/s the professional supervision of the said Architect and the said structural Engineer till the completion of the Proposed Building **unless otherwise changed**;
- q) The Allottee/Purchaser/s being fully satisfied in respect to the title to the said Property and the right of the Promoters to construct the Proposed Building and sell/alienate the free sale Apartments/units thereof has/have approached the Promoters and applied for allotment of Apartment along with _____ Car Parking in the Proposed Building known as "**PARK WAY**" under construction on the said Land at the price and on the terms and conditions hereinafter appearing;
- r) Accordingly, the Promoters herein have allotted to the Allottee/Purchaser/s, an Apartment bearing No. _____ admeasuring _____ sq. ft. RERA carpet area together with balcony admeasuring _____ sq.ft. or thereabouts of carpet area on the _____ floor ("**said Apartment**") along with _____ Car Parking Space bearing no. _____ at _____ Podium Level of the Proposed Building to be known as "**PARK WAY**" being constructed on the said Land described in the Second Schedule hereunder written;
- s) The title of the Promoters has been set out in the Certificate of Title issued by _____, Advocate dated _____ in respect of the said Property described in the First Schedule hereunder written. The Allottee/Purchaser/s has/have fully satisfied himself/ herself/ themselves/ itself as regards the title of the said Property and the right of the Promoters to develop the said Property and sell/alienate the free sale flats/units and shall not be entitled to raise any further requisition/s or objection/s on any matter or matters relating thereto. The Allottee/Purchaser/s confirm/s that he/she/they/it has/have visited and inspected the said Property and has/have familiarized himself/ herself/ themselves/ itself with the scheme of Development undertaken by the Promoters on the said Land.
- t) The Allottee/ Purchaser/s is/are aware that the marketing collaterals provided by the Promoters to the Allottee/Purchaser/s in respect of the Project contained materials / pictorial depictions in the nature of artists' impressions and the same would differ on actual basis. The Allottee/Purchaser/s undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.
- u) The Allottee/Purchaser/s has / have demanded and has also taken inspection of all the documents of title relating to the said Property, the aforesaid Lease Deed, Assignment Cum Conveyance, MHADA NOC, Intimation of Disapproval , Commencement Certificate issued by the Municipal Corporation of Greater Mumbai in accordance with the regulation 33(7)/33 (12)(B) of the Development Control & Promotion Regulations, 2034 (DCPR 2034), the plans, designs and specifications prepared by the Promoter's Architect, and all other documents required to be furnished to the Allottee/s by the Promoters under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "said Act") and the Rules made there under to the extent possible and the Allottee/Purchaser/s confirm/s that after having satisfied himself/herself/themselves/itself with respect to the same, the Allottee/Purchaser/s has/have entered into this Agreement knowing fully well and understanding the implications thereof including the rights and entitlements available to and reserved by the Promoters contained in these presents;
- v) Authenticated copies of the following documents are annexed hereto as Annexures "A" to "F" respectively:-
- i. Plans of Plot Layout as approved by MCGM. (**ANNEXURE "A"**);
 - ii. Floor Plans and Specifications of the Apartment agreed to be purchased by the Allottee/Purchaser/s as sanctioned and approved by the MCGM. (**ANNEXURE "B"**);
 - iii. Property Register Cards (**ANNEXURE "C"**);

- iv. NOC bearing no.R/NOC/F-2808/3858/M.B.R.&R. Board-2022 dated 26 May 2022. (**ANNEXURE "D"**);
- v. I.O.D. bearing no. **P-9613/2021/ (185/10)/F/North/MATUNGA/IOD/1/New** dated **31/05/2022.** (**ANNEXURE "E"**);
- vi. Commencement Certificate bearing P-9613/2021/(185/10)/F/North/Matunga/CC/1/New dated 16/05/2022 (**ANNEXURE "F"**);
- vii. Certificate of Title from _____ Advocate dated _____ (**ANNEXURE "G"**);
- viii. Copy of RERA Certificate dated _____ bearing Registration no. _____ issued by Maharashtra Real Estate Regulatory Authority. (**ANNEXURE "H"**);

- w) The Promoters have informed the Allottee/Purchaser/s and accordingly, the Allottee/Purchaser/s is/are aware that the Promoters have obtained some of the approvals and certain other approvals (or amendments to current approvals) may be received from various authorities from time to time, so as to obtain Occupancy Certificate of the Proposed Building and the Allottee/Purchaser/s has/have entered into this Agreement without any objection or demur and agree(s) not to raise and waive his/her/their right to raise any objection in that regard;
- x) The Allottee/Purchaser/s in view of the said allotment has requested the Promoters herein to enter into this Agreement agreeing to sell to the Allottee/Purchaser/s the said Apartment bearing No. _____ admeasuring _____ sq. ft. RERA carpet together with balcony admeasuring _____ sq.ft. or thereabouts of carpet area on the _____ floor along with _____ Car Parking Space bearing no _____ at _____ Podium level of the building known as "**PARK WAY**", at the price and on the terms and conditions hereinafter contained;
- y) The Parties relying on the confirmations, representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- z) Prior to the execution of these presents the Allottee/Purchaser/s have paid to the Promoters herein, a sum of Rs. _____/- (Rupees _____ only) as an advance money or an Application fees (the payment and receipt whereof the Promoters do hereby admit and acknowledge) towards the sale price of the premises agreed to be sold to the Allottee/Purchaser/s and the Allottee/Purchasers has agreed to pay to the Promoters balance of the Sale price in the manner hereinafter appearing;
- aa) The Promoters have registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (RERA) with the Real Estate Regulatory Authority at Mumbai no. _____.
- bb) Under Section 13 of RERA, the Promoters are required to execute a written Agreement for Sale of said Apartment with the Allottees/Purchasers, being in fact these presents and also to register said Agreement under Registration Act, 1908.
- cc) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties hereto, the Promoters hereby agrees to sell and the Allottee/Purchaser/s hereby agrees to purchase the Apartment with the said _____ Car Parking Space (if applicable) and more particularly described in Third Schedule hereunder written (hereinafter referred to as the "**said Premises**").

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1) **RECITALS TO FORM AN INTEGRAL PART OF THIS AGREEMENT:**

The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced in verbatim.

2) **PROMOTERS TO CONSTRUCT THE PROPOSED BUILDING:**

The Promoters shall, , construct and complete the Proposed Building to be known as "**PARK WAY**" on the said Land in accordance with the plans, designs, specifications as approved by Municipal Corporation of Greater Mumbai, the Government and other concerned authorities from time to time (and which sanctioned plans as well as proposed plans have been seen and approved by the Allottee/Purchaser/s) with only such variations therein as the Promoters may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/Purchaser/s in respect of variations or modifications which may adversely affect the said Apartment except any alteration or addition required by any Government authorities or due to change in law.

3) **TRANSACTION:**

- 3.1. The Allottee/Purchaser/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/Purchaser/s, a premises bearing Apartment No. _____ admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. RERA carpet area together with balcony admeasuring _____ sq.ft. or thereabouts of carpet area on the _____ Floor as shown hatched on the floor plan thereof and hereto annexed and marked as **Annexure "B"** "along with _____ car parking space no. _____ situated at _____ Podium level (hereinafter referred to as "**said Car Parking**") in the Proposed Building to be known as "**PARK WAY**" being constructed on the Land, (hereinafter referred to as "**the said Premises**") described in the Second Schedule hereunder written for the aggregate sale consideration of Rs. _____/- (Rupees _____ only) including Rs.Nil/- (Rupees Nil Only) being the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common/limited common areas and facilities are more particularly described in the Third Schedule hereunder written. The list of specification and amenities to be provided in the said Premises agreed to be purchased by the Allottee/Purchaser/s is described in the Fourth Schedule hereunder written.
- 3.2. It is expressly understood by the Allottees/Purchaser/s that the said Apartment shall be used for the purpose of residence only.
- 3.3. The Allottee/Purchaser/s cannot sell and/or transfer the car parking space, if allotted to him/her/them independently and the same can be done only if the said Apartment is sold or transferred by him/her/them.
- 3.4. (a) The Allottee/Purchaser/s has/have paid on or before the execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the Total Sale Consideration) as advance payment or application fees and hereby agrees to pay to the Promoters the balance amount of Rs _____/- (Rupees _____ Only) in the following manner:

Sr.no.	Milestone	Percentage Due
i)	On execution of this agreement	20%
ii)	On Completion of Plinth	15%
iii)	On Completion of 4th Slab	4%
iv)	On Completion of 8th Slab	4%
v)	On Completion of 12th Slab	4%

vi)	On Completion of 16th Slab	4%
vii)	On Completion of 20th Slab	4%
viii)	On Completion of All Slabs	3%
ix)	On Completion of Walls & Internal Plaster of the floor where the said Apartment is located.	3%
x)	On Completion of Floorings, Doors/ Windows etc. of the floor where the said Apartment is located.	3%
xi)	On Completion Of Sanitary Fittings, Staircase etc. of the floor where the said Apartment is located	3%
xii)	On Completion of lift wells, Lobbies etc. of the floor where the said Apartment is located	3%
xiii)	On Completion of External Plumbing, External Plasters, Elevation, Terrace, with waterproofing of the building in which the said Apartment is located	5%
xiv)	On Completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, pavings of the areas appertain to the building in the said Apartment is located.	10%
xiv)	On Possession after receipt of OC	5%
	TOTAL	100%

(b) It is expressly agreed between the Parties that the sum of Rs. _____/- (Rupees _____ only) being the balance purchase price as stipulated in 3.4 (a) (xiv) above shall be paid within a period of 7 (seven) days from the date on which Promoters give to the Allottee/Purchaser/s, a written intimation that the said Premises are ready for occupation **irrespective as to whether the Allottee/Purchaser/s takes the possession thereof or not.**

3.5. All amounts towards the Sale Consideration (excluding GST and other taxes and charges as mentioned in the Agreement) shall be deposited by the Allottee/Purchaser/s in the Bank Account opened with Kotak MahindraBank Ltd., Thane West, Naupada Branch in the name of Om Sai Ganesh Builders and Developers Pvt. Ltd. bearing account no. 4347135340 and all the cheques/demand drafts/pay order/ NEFT/ RTGS/ Wire Transfer etc. towards the Purchase Price payable hereunder by the Allottee/Purchaser/s to the Promoters, shall be drawn by the Allottee/Purchaser/s in favour of and payable to the credit of "Om Sai Ganesh Builders and Developers Pvt. Ltd", unless contrary written instructions are issued by the Promoters to the Allottee/s Purchaser/s requesting the Allottee/Purchaser/s to deposit such amount in any other bank account.

3.6. In cases of all cheques or pay orders or demand drafts or wire transfers, the collection charges, if any will be debited to the Allottee/s/Purchaser/s account and only the net amount so received from the Allottee/s/Purchaser after adjusting the collection charges against actual payment demand from the Promoters will be calculated as net credit to the Allottee/s/Purchaser/s account.

3.7. It is agreed between the Parties hereto that a notice forwarded by the Promoters to the Allottee/Purchaser/s stating that a particular stage of construction is being commenced shall be sufficient proof that a particular stage of construction is being commenced (as the case may be) for the purpose of making payment of the installment as stipulated in clause (3.4) (a) hereinabove. The Promoters is not bound to give any further notice or intimation requiring any such payment and failure thereof shall not be pleaded by the Allottee/Purchaser/s as an excuse for non-payment of any amount/s due on the respective due dates or events.

- 3.8. The Total Consideration is exclusive of any levies of all taxes including GST, education tax, cess, WCT, TDS and all levies and any tax demanded by Central Government and State Government and other charges or any other cess, rates, taxes and assessments levied or imposed or penalty payable or levied or which may be levied and imposed or any new head of levy or taxes levied by concerned local or government body or authority in respect of the said Premises or the transaction contemplated herein or in connection with the construction of and carrying out the Project which shall be borne and paid by the Promoters after recovering the same from the Allottee/Purchaser/s as per the applicable rules and policies in force from time to time (herein after referred to as "**the Tax Liabilities**"). Further, the Promoters shall never be liable/responsible and/or required to bear and/or pay the same or any part thereof.
- 3.9. The Promoters herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by email by issuing Demand Letters/Payment notices ("**Demand Letters**") to the Allottee/Purchaser/s and the Allottee/Purchaser/s shall make payment of such amount, payable in such installments (as more particularly described in the schedule incorporated in the clause no. 3.4) ("**Installments**"), due to the Promoters within **7 (seven)** days from the date of receiving such Demand Letters. The Allottee/Purchaser/s herein specifically agree/s that he/she/they shall pay the aforesaid amount along with GST and such other taxes, cesses, charges etc. without any delay along with each installment, as per the payment schedule, time of payment of each Installment against the completion of each milestone, being the essence of this Agreement. In case of any delay in the payment of any of the installment amounts or any other amounts under this Agreement, the Allottee/s/Purchaser/s shall be liable to pay interest on the outstanding amount for the period of delay.
- 3.10. Further, at the express request of the Allottee/s/Purchaser/s, the Promoters may at its sole discretion offer a rebate to the Allottee/s/Purchaser/s in case the Allottee/s/Purchaser/s desire(s) to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee/s/Purchaser/s complying with all his/her/their/its obligations under this Agreement including timely payment of the Installments. Save as foregoing, the quantum of rebate once offered by the Promoters shall not be subject to any change/withdrawal. **The Allottee/s/Purchaser/s further understand(s) and agree(s) that the Promoters shall have the right to accept or reject such early payments on such terms and conditions as the Promoters may deem fit and proper.** The early payments received from the Allottee/s/Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s/Purchaser/s.
- 3.11. The decision of the architect (appointed by the Promoters from time to time) with regards to the completion of each milestone shall be final and binding on the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s shall pay the balance total consideration installments and all other charges within the due dates as would be mentioned in the Demand Letter.
- 3.12. The Parties do hereby declare, agree and confirm that the Total Consideration has been negotiated and determined by the Parties after adjusting the benefits/entitlements derived by the Allottee/s/Purchasers under GST and hence the Allottee/Purchaser/s shall not demand and claim any refund under the GST.
- 3.13. The Total Consideration is escalation free save and except escalations/increases due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to .. The Allottee/Purchaser/s shall without any

demur or protest, make payment within 15 (Fifteen) days of issuance of such demand, time being of the essence. In the event of the Allottee/Purchaser/s failing to pay such escalation, the same will constitute a breach and result in termination of the Agreement. The Promoters undertake and agree that while raising a demand on the Allottee/s/Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the Demand Letter being issued to the Allottee/s/Purchaser/s, which shall only be applicable on subsequent payments.

3.14. The Allottee/Purchaser/s is / are aware that as per statute, GST is leviable / applicable on the consideration payable herein and consequently the amount of each instalment payable by the Allottee/Purchaser/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Allottee/Purchaser/s hereby undertake(s) to pay the amount of GST along with each instalment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any instalment unless the same is paid along with the amount of GST applicable thereon and the Allottee/Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable GST. Provided further that if on account of (i) change/amendment in the present statutes or laws, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes, levies, rates , charges and cesses become payable hereafter on the amounts payable by the Allottee/Purchaser/s to the Promoters in respect of this transaction and/or (ii) if any taxes ,whether retrospective or prospective in nature arise after the date of offer of possession and/or aforesaid taxes levied is increased on account of revision by the Authorities, the Allottee/Purchaser/s shall be solely and exclusively liable to bear and pay the same or reimburse such taxes including any interest and/or penalty and the Allottee/Purchasers do and doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its successors-in-title and assigns in respect thereof.

3.15. The Allottee/Purchaser/s is/are aware that the Allottee/Purchaser/s is/are required to deduct tax at source (TDS) in accordance with the applicable rates as per Income Tax Act, 1961. The Allottee/Purchaser/s shall pay tax deducted to the government and deliver the relevant TDS Certificate, challans, receipts, and other document relating to each payment, to the Promoters as per the provisions of the Income Tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid, the Allottee/Purchaser/s shall be liable to pay the interest and/or penalty levied by the concerned authority/ies in respect thereof. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Allottee/Purchaser/s of the requisite certificate of deduction of tax at source to the Promoters shall be deemed to be a breach equivalent to non-payment of Sale Consideration amount and shall accordingly attract the consequences as mentioned in Clause [4] hereof. It is pertinent to note that any deduction of an amount made by the Allottee/Purchaser/s on account of TDS as may be required under prevailing laws shall be acknowledged/ credited by the Promoters only upon the Allottee/Purchaser/s submitting the original Tax Deducted at Source Certificate and the same is matching with the Income Tax Department site.

3.16. Time is essence for the Promoters as well as the Allottee/Purchaser/s. The Promoters shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee/Purchaser/s after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the

simultaneously completion of the construction by the Promoters as provided in clause (3.4) hereinabove ("**Payment Plan**").

3.17. The Allottee/Purchaser/s shall also be liable to compensate the Promoters for any interest/penalty/loss incurred by the Promoters on account of the Allottee/Purchaser/s failure and/or delay to reimburse any applicable taxes, duties, levies, cesses, statutory charges etc. including GST within 7(seven) days of being called upon by the Promoters.

4. DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything contained in this Agreement, it is specifically agreed by and between the Parties that:

- 4.1. The Allottee/Purchaser/s confirms that the installments payable by the Allottee/Purchaser/s and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Allottee/Purchaser/s to the Promoters is the essence of the contract. If the Allottee/Purchaser/s delays or defaults in making payment of any of the installments or amounts, the Promoters shall be entitled to interest at the rate of State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Promoters without prejudice, to their other rights in law and under these presents. Such interest for delayed payment shall be paid by the Allottee/s /Purchaser/s to the Promoters within 7 days from the date of Demand Letter. The Promoters shall in respect of any consideration amount including interest remaining unpaid by the Allottee/Purchaser/s under the terms and conditions of this Agreement will have first lien and charge on the said Apartment agreed to be sold to the Allottee/Purchaser/s.
- 4.2. It is an essential and integral term and condition of this Agreement, that only upon the payment of full Sale Consideration including other amounts, charges, dues, outgoings, taxes, duties, cesses including GST and Other Charges etc., payable hereunder, having been paid on its due date/s without any default by the Allottee/s/Purchaser/s to the Promoters (and not otherwise), will the Allottee/s/Purchaser/s have or be entitled to claim any rights under this Agreement in respect of the said Apartment.
- 4.3. Without Prejudice to the right of the Promoters to charge interest in terms of clause (4.1) above, on the Allottee/Purchaser/s committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoters shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoters after giving the Allottee/Purchaser/s 15 days prior notice in writing of their intention to terminate this Agreement and if the Allottee/Purchaser/s continues the default in remedying such breach or breaches after the expiry of the stipulated period of fifteen days from the date of such notice from the Promoters the Agreement shall stand ipso facto terminated without any further notice. Upon termination of this Agreement consequences hereinafter set out shall follow:
 - a) The Promoters shall within a period of 30 days of termination refund to the Allottee/Purchaser/s the installment of consideration of the said Apartment which may have been till then paid by the Allottee/Purchaser/s to the Promoters in pursuance of this Agreement after deducting there from the following:
 - i. 10% (Ten Percent) of the Total Consideration amount which is to be stand forfeited by the Promoters as liquidated damages;

- ii. The Tax Liabilities, paid and/or due and payable by the Allottee/Purchaser/s in respect of the said Apartment upto the date of termination of this Agreement including the tax payable on the liquidated damages;
- iii. The costs incurred by the Promoters, including the amount of brokerage paid by the Promoters in respect of the transaction between the Promoters and the Allottee/Purchaser/s in respect of said Apartment;
- iv. The amount of interest payable by the Allottee/Purchaser/s to the Promoters in terms of this Agreement from the dates of default in payment till payment and/or realization by the Promoters as aforesaid;
- v. subvention cost (if the Purchaser(s) has opted for subvention plan) which the Promoters may incur either by way of adjustment made by the bank in installments or paid directly by the Promoters to the bank;

Provided a valid Deed of Cancellation of the said Premises is duly executed and registered to give effect to the above termination before making any refund.

- b) The Promoters shall not be liable to pay to the Allottee/Purchaser/s any interest, compensation, damages, costs or otherwise. The Promoters shall also not be liable to reimburse to the Allottee/Purchaser/s any Government Charges such as Stamp Duty, Registration Fees, etc. The residue balance amount after deducting amounts under clause (a) (i to v) herein above shall be deemed to have been accepted by the Allottee/Purchaser/s in full satisfaction of all his/hers/their claim under this Agreement and/or in respect of the said Apartment.
- c) The Promoters shall be authorized and entitled to sell the said Apartment and allot said car parking space (if applicable) to such other person or party as the Promoters may in their sole discretion deem fit and proper, at such consideration and on the terms and conditions as the Promoters may in its absolute discretion deem fit.
- d) The Allottee/Purchaser/s shall have no right, title, interest, claim, demand and / or dispute of any nature whatsoever against the Promoters and / or with respect to the said Apartment, said Car Parking Space (if allotted) and the Proposed Building or any part thereof.
- e) In the event of non-cooperation by the Allottee/Purchaser/s in cancellation of this Agreement as aforesaid, the Promoters shall be entitled to file and register a Declaration with respect to termination and cancellation of this Agreement, before the Sub- Registrar of Assurances and sell the said Apartment to a third party.

5. PROMOTERS TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

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

6. DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

- 6.1. The design of the said Apartment is subject to amendments and changes as may be stipulated by the Municipal Corporation of Greater Mumbai or any other local or planning authority, Government and as per the requirements of the Promoters.
- 6.2. The Allottee/Purchaser/s hereby further agree/s and covenant/s with the Promoters to render full co-operation to the Promoters and to sign and execute all papers and documents, in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to construct the Proposed Building, in accordance with the Building Approvals or such other plans as may be approved hereafter, with such additions and alterations therein (vertical or horizontal), as the Promoters may in its sole and absolute discretion deem fit and proper and/or as may be made by the Promoters for the purpose of applying for and/or obtaining the approval or sanction of the Municipal Corporation of Greater Mumbai or any other

concerned planning authorities in that behalf as well as for the approval or sanction relating thereto.

6.3. The Promoters shall be at liberty (and are hereby permitted) to make variations in the layout/elevations of the property and/or of the Proposed Building including relocating the open spaces/all structure/buildings/garden spaces and/or varying the location of the access to the Proposed Building as the exigencies of the situation and the circumstances of case may require. The Allottee/Purchaser/s hereby expressly consent to such variations and amendments and the Allottee/Purchaser/s hereby agrees to execute such further consents, if any when required by the Promoters and /or the Planning Authority for recording the Allottee/ Purchaser's consent to amendments to the approved plans and layout *PROVIDED THAT* the aggregate area/size of the said Apartment agreed to be acquired by the Allottee/s Purchaser/s is not in any manner reduced, beyond the Agreed Variation Limits, as set out in Clause[6.4] hereof.

6.4. The Promoters shall confirm the final RERA carpet area that has been allotted to the Allottee/Purchaser/s after the construction of the Proposed Building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters in the event of any change in the carpet area. If there is any reduction in the carpet area then Promoters shall refund the excess money if paid by Allottee/Purchaser/s within Forty Five (45) days. If there is any increase in the carpet area allotted to the Allottee/Purchasers, the Allottee/Purchasers will on demand pay the excess money in respect of the additional area to the Promoters along with the next due installment of the Purchase Price or at the time of the Promoters offering to put the Allottee/Purchaser/s in possession of the said Apartment, whichever is earlier. All these monetary adjustments shall be made at the same rate per sq.ft as agreed in clause (3) above of this Agreement.

7. FORMATION OF COMMON ORGANIZATION OF PURCHASERS AND ASSIGNMENT/LEASE:

7.1. The Promoters shall take steps to form the Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company (hereinafter referred to as "**the Common Organization**") after 51% of the saleable premises in the Proposed Building are sold by the Promoters under duly registered documents on the lines of this Agreement and after the Promoters receives the entire Purchase Price and other amounts in respect thereof.

7.2. Subject to Resolution No 130 of 15/10/2008 and Corporation Resolution No 796 dated 11/11/2008 passed by the Improvement Committee and final outcome of the Court in Writ Petition no.1251 of 2014 as stipulated in recital clause (e) hereinabove, the Promoters shall within a period of 3 (three) months after the a) completion of the entire scheme of redevelopment, viz. completion of construction of the Proposed Building on the said Land (including the structures that may hereafter be permitted to be constructed on the said Property); and after exploiting the full available construction potential of the said Property (including the additional potential that is likely to accrue to the said Property at any time hereafter); b) receipt by the Promoters of the full payment of all the amounts due to them by all the Allottees /Purchasers of the premises in the Proposed Building and other structures (if permitted), c) receipt of the Building OC/Completion Certificate, d) Registration of the Common Organization, execute a Deed of Assignment in respect of the said Land and the said Proposed Building in favour of the said Common Organization subject to the grant of the necessary consent/permission from MCGM for such assignment (**hereinafter referred to as "the Proposed Transfer"**)

7.3. Such Deed of Assignment and the other necessary assurances shall be in keeping with the terms and provisions of this Agreement. The Promoters shall alone decide as to how and in what manner the infrastructure including the common utility areas are to be used by the various Allottees/Purchasers and members of the Common Organization.

7.4. The Advocates and Solicitors of the Promoters shall prepare and/or approve the Deed of Assignment and all other documents to be executed in pursuance of this Agreement as also the bye-laws in connection with the formation, registration and/or incorporation of the Common Organization. All costs, charges and expenses of and including Stamp Duty, Registration Charges as well and all other expenses including of whatsoever nature in connection with the formation of the Common Organization, and the preparation and execution of the Deed of Assignment and its duplicate and other assurances, if any, in pursuance hereto shall be borne and paid by all the Purchasers of the flats, and other premises in the said Proposed Building on the said Land in proportion to the area of their respective premises and/or by such Common Organization comprising of the Allottees/ Purchasers as the members thereof.

8. ALLOTTEE/PURCHASER/S TO CO-OPERATE IN FORMATION OF THE COMMON ORGANIZATION:

8.1. The Allottee/Purchaser/s at his/her/their own costs along with the other premises holders in the Proposed Building and other structures on the Land would co-operate with the Promoter in formation of the Common Organization to be known by such name as the Promoters may decide; and shall join in as member/s thereof and shall from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Common Organization and for becoming a member, including the byelaws of the proposed Common Organization and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/Purchaser/s, so as to enable the Promoters to register the Common Organization. No objection shall be taken by the Allottee/Purchaser/s 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 Society or the Registrar of Companies, as the case may be, or any other Competent Authority. If the Allottee/Purchaser/s herein along with other purchasers of premises or the tenants/occupants do not co-operate with the Promoters in formation of the Common Organization, then the Promoters shall not be liable for delay in the formation thereof.

8.2. The Promoters shall at their discretion be entitled to give/grant right of way/access or license of any right or other easementary rights to any building/structure within the said Land or any other adjoining property or properties in favour of any other person/s over or through the said Land or any part thereof and the Promoters shall be entitled to sign, execute and register the deed or agreement of grant of right of way or other easement, as the case may be, and all types of agreement/s and writing/s as the Promoters may deem fit and proper, without there being any claim/recourse/objection from the Allottee/Purchaser/s either individually or through the Common Organization; and the Allottee/Purchaser/s hereby grants his/her/their irrevocable consent and confirmation for the same. Any such documents executed by the Promoters shall be binding on the Allottee/Purchaser/s and the Common Organization.

9. RIGHTS OF THE PROMOTERS PURSUANT TO FORMATION OF THE COMMON ORGANIZATION:

In the event of the Common Organization being formed, and registered before the sale and disposal by the Promoters of the premises in such building and in the compound, the powers and authority of the Common Organization so formed shall be subject to the overall authority and control of the Promoters in respect of any of

the matters concerning the Proposed Building, the construction and completion thereof and of all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Promoters will be entitled to sell and dispose off such unsold flats and premises and appropriate the entire consideration in respect thereof. The Promoters will also be entitled for membership of the Common Organization on payment of the entrance fee and share subscription fee for the said unsold premises and the Common Organization shall not be entitled to levy any premium or transfer charge while admitting the said Promoters as members. The Common Organization shall also not be entitled to seek any contribution from the Promoters towards maintenance charges in respect of the unsold Flats and premises in the event of the Promoters handing over management of the Proposed Building to the Common Organization prior to sale of all the premises and the Promoters will be obliged only to pay Municipal Taxes and Assessments if levied in respect of such unsold flats and premises.

10. PURCHASER/S' ENTITLEMENT TO RAISE LOAN:

- 10.1. If the Allottee/Purchaser/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Promoters under this Agreement seeks loan from financial institution, banks or his / her employer against security of the said Apartment/his/her/their rights under this Agreement, he/she/they may avail of such loan with Promoter's prior consent in writing, which consent will be given by the Promoters provided the Allottee/Purchaser/s has/have by then not committed any breach of any term hereof including default in payment of any sum due hereunder. The Promoters does not and shall not give guarantee for repayment of such finance or housing loan and the Allottee/Purchaser/s shall apply for and obtain such housing finance/loan solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Promoters indemnified against any claim, demand or action initiated by the bankers and/or financial institutions whosoever. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permissions, deeds, documents, writings any no-objection/permission for mortgaging the said Apartment or creating any charge or lien on the said Apartment (whether executed now or in future by the Promoters) the Promoters shall have the first and exclusive charge on the said Apartment and all the right, title and interest of the Allottee/Purchaser/s under this Agreement for recovery of any amount due and payable by the Allottee/Purchaser/s to the Promoters under this Agreement or otherwise.
- 10.2. The liability to pay sums due to Promoters under this Agreement is that of the Allottee/Purchaser/s personally and as such on rejection/non-sanction/delay in disbursement, the Allottee/Purchaser/s shall pay amount due from his/her/their own sources and non-sanction/ non-disbursement/delayed receipt of such loan by/from the concerned lender shall never be a ground for the Allottee/Purchaser/s to commit any delay or default in making payment of any instalment or sum due under this Agreement and therefore, in the event of delay or failure on the part of the Allottee/Purchaser/s in making payment the termination of this agreement and its consequences shall follow and it shall be the sole responsibility of the Allottee/Purchaser/s to repay and clear the mortgage debt to the lender on termination taking place. The Allottee/Purchaser/s, after termination becomes effective, before seeking refund due under clause (4.3) above, shall obtain the necessary letter from the lending Bank/Financial Institution/Employer stating that the Allottee/Purchaser/s has cleared the mortgage debt. On receipt of such letter from the financial institution, bank etc; the Allottee/Purchaser/s shall be entitled to receive the refund of the amount agreed to be paid by Promoters on termination.

11. PROMOTER'S ENTITLEMENT TO RAISE LOAN:

The Allottees/Purchaser/s hereby declare/s and confirm/s that the Promoters have prior to the execution hereof, specifically informed the Allottee/Purchaser/s that the Promoters may avail from banks/ financial institutions, Housing Finance Companies, NBFCs, Fund Houses etc. loan/financial assistance for the development of the said Land including construction of the Proposed Building viz. "PARK WAY" in which the said

Apartment is situated and as a security for the repayment thereof they may create security on all the free sale Apartments in the Proposed Building viz. "PARK WAY" in which the said Apartment is situated including on receivables from the Project. After the Promoters executes this Agreement, they shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right, title and interest of the Allottee/Purchaser/s who has taken or agreed to take such apartment. The Allottee/Purchaser/s hereby consent/s for the same, without however the Allottee/Purchaser/s being responsible in any manner for repayment of loan or interest and/or incurring liability of any manner whatsoever.

12. NO OBJECTION TO DEVELOPMENT/CONSTRUCTION AND OTHER INCIDENTAL RIGHTS:

12.1. It is further agreed that save and except the terrace over the top most floor in the Proposed Building, the Promoters are entitled to sell the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the respective premises for the exclusive use of the purchaser/s of such premises (whether or not the same are approved as common areas). In the event if such terrace/s are approved as common areas, then such terrace/s shall be treated as limited common areas and shall be exclusively used by some of the premises holders in the Proposed Building. The Promoters may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting (or next to) the terrace. The terrace/s if so permitted to be used by the Promoters, shall not be enclosed by the respective purchaser/occupant without the permission in writing obtained from the Municipal Corporation of Greater Mumbai and all other concerned planning authorities and the Promoters. The Allottee/Purchaser/s hereby give his/her/their no-objection to such rights being retained by the Promoters for such terraces and the Allottee/Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Promoters and/or its nominee/s/allottee/s /transferee/s/ licensee/s;

12.2. The Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the Proposed Building to be constructed thereon and the mortgage the same provided it does not in any way affect or prejudice the area of the Allottee/Purchaser/s in respect of the said Premises and provided the mortgage if availed, is released to the extent of the Allottee/Purchaser's premises at the time of handing over the possession thereof;

12.3. The Promoters hereby declares that the Floor Space Index available as on date in respect of the said Land is _____ square meters only and the Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed that the Floor Space Index of _____ as proposed to be utilized by it on the said Land in the said Project and the Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

12.4. All such new additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Promoters, and neither the Allottee /Purchasers herein, nor the Common Organization of Allottees/Purchasers shall have or claim any rights, title, benefits or interests

whatsoever in respect thereof, and the Promoters shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee /Purchasers nor the Common Organization shall raise any dispute or objection thereto and the Allottee /Purchasers hereby grants his/her/their irrevocable consent to the same;

- 12.5. The Common Organization of Allottees /Purchasers shall admit as its members all purchaser/s's of such new and additional units/premises/shops/flats/ tenements whenever constructed on the Proposed Building.
- 12.6. The Promoters shall be entitled to amalgamate the property described in the First Schedule hereunder written with any other adjacent property to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said Land along with the amalgamated plot/s as a single layout/scheme. The Promoters shall be entitled to provide access from/through the said Land to such amalgamated plot or otherwise as may be required and deemed fit by the Promoters. The location, area, size and extent of such access shall be as may be decided by the Promoters at its absolute discretion. The Allottee/Purchaser/s shall not raise any objection to or dispute such amalgamation with the said Property by the Promoters. It is clarified that the occupants of the premises in the sale component of such amalgamated plot shall be entitled to use the common facilities and amenities provided by the Promoters in the Proposed Building on the said Land and the Allottee/s/ Purchaser/s herein shall not raise any objection and/or dispute the same.

13. GYMNASIUM:

The Promoters propose to construct a Gymnasium, inter alia, for the use and benefit of Allottee/s and occupant/s of the Proposed Building. The Allottees/ Purchaser(s) is/are aware that the use of the Gymnasium and other amenities shall be governed by the terms and conditions as formulated by the Promoters/Common Organization as the case be and he/she/they shall abide by the same.

14. NO CHANGE OF USER:

- 14.1. It is expressly agreed, by and between the Promoters and the Allottee/s/Purchaser/s that the said Apartment is sold to the Allottees/Purchaser/s for use as a residential flat only; and accordingly, it shall be utilized by the Allottee/Purchaser/s for the purpose for which it is sold to the Allottee/Purchaser/s and for no other purpose or purposes whatsoever and howsoever arising.
- 14.2. The Allottee/Purchaser/s agree/s not to change the user of the said Apartment, without prior written consent in writing of the Promoters and the concerned authorities.
- 14.3. The Allottee/Purchaser/s shall not use the parking space if allotted to the Allottee/Purchaser/s for the purposes other than for keeping or parking the Allottee/Purchaser/s own motor car.

15. PARKING SPACES:

The Allottee/Purchaser/s are also aware that the Promoters have already allotted to some other Purchaser/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, podium, stilt and parking floor areas. A list of such exclusive rights which has already been given to the purchaser/s and the Allottees/Purchasers herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the Common Organisation, the meeting of the Common Organization or otherwise, whether General Body

Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. The Agreement shall be treated as an irrevocable consent to the Promoters granting such exclusive rights to flat purchasers. The parking space if reserved for the Allottee/Purchasers will be subject to the rules and regulations as may be framed by the Common Organization of Allottee/Purchasers and the Allottee/Purchasers will be required to abide with all such rules, regulations and directions as may be imposed by the Common Organization of Allottees/Purchasers.

16. POSSESSION OF THE SAID PREMISES:

16.1. Subject to the Allottee/Purchaser/s making full payment of the consideration in respect of the said Premises and / or all other amounts hereunder payable by him/her/them/it to the Promoters, the Promoters shall handover the possession of the said Premises to the Allottee/Purchaser/s on or before 31st March, 2027. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of said Premises on the aforesaid date, if the completion of building in which the said Premises is to be situated is delayed on account of:-

- (i) War, Civil Commotion or Act of God;
- (ii) Any notice, order, rule, notification of the Government and/or any other public or competent authority/ Court.

16.2. The Promoters upon obtaining the Occupancy Certificate from the competent authority and payment made by the Allottee/Purchaser/s as per the Agreement shall offer in writing the possession of the said Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoters shall offer possession of the said Apartment to the Allottee/Purchaser/s ("**Possession Notice**"). The Allottee/Purchaser/s agree(s) to pay the maintenance charges, taxes as determined by the Promoters. The Allottee/Purchaser/s shall take possession of the said Apartment within 15 (fifteen) days of the written notice from the Promoters to the Allottee/Purchaser/s intimating that the said Apartment is ready for use and occupancy. Non-completion of other flats, common areas, and other project amenities at the time of possession cannot be a reason for not taking the possession.

16.3. Upon receiving the possession intimation from the Promoters as per clause [16.2] above, the Allottee/Purchaser/s shall take possession of the said Premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoters in this Agreement. In case the Allottee/Purchaser/s fail/s to take the possession within the time provided in clause (16.2) above, then such Allottee/Purchaser/s shall continue to be liable to pay the maintenance charges and taxes as applicable. It is understood by the Allottee/Purchaser/s that even if the Allottee/Purchaser/s fail to take possession of the said Premises after the Possession Notice has been served, the Purchaser/s shall be deemed to have taken possession of the same on the Possession Date. Upon the Allottee/Purchaser/s taking possession of the said Premises he/she shall have no claim against the Promoters in respect of any item of work in the said Premises which may be alleged not to have been carried out or completed and it is agreed that all such claims of the Allottee/Purchaser /s against the Promoters shall be deemed to have been waived and/or given up by the Allottee/Purchaser/s.

16.4. If the Promoters fail to abide by the time schedule for completing the project and handing over the said Premises to the Allottee/s/Purchaser/s subject to the provisions of the Force Majeure as stipulated in clause (16.1) herein below then (i) the Promoters shall either on demand from the Allottee/Purchaser/s refund to the Allottee/Purchaser/s all consideration amount received by them till date (except any Tax Liabilities, stamp duty and registration fees paid by the Purchaser/s and brokerage charges incurred by them on this transaction) together with simple interest

at the rate of State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum payable from the date of such demand till the amount is refunded to the Allottee/Purchaser/s (or) (ii) the Promoters shall be entitled at their sole discretion to terminate this Agreement and in such an event the Promoters shall refund to the Allottee/Purchaser/s all consideration amount received by them till date (except any Tax Liabilities, stamp duty and registration fees paid by the Purchaser/s and brokerage charges incurred by them on this transaction) together with simple interest at the rate of State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum payable from the date of such intimation of the termination to the Allottee/Purchaser/s till the amount is refunded to the Purchaser/s. The Promoters shall not be liable to pay to the Allottee/Purchaser/s any interest (save and except as aforesaid), compensation, damages, costs or otherwise. The Allottee/Purchaser/s agree/s and undertake/s that upon the Promoters intimating the Allottee/Purchaser/s to collect the cheque towards such refund of amount (subject to deductions, if any) along with interest as aforesaid, the Promoters shall be discharged from all its obligations whether the Allottee/Purchaser/s collects and/or encashes the cheques or not. Thereupon the Allottee/Purchaser/s shall have no right or claim whatsoever against the Promoters under or in relation to this Agreement or the said Premises or otherwise howsoever and the Promoters shall be entitled to sell the said Premises to such other person or party as the Promoters may in their sole discretion deem fit and proper.

16.5. If within a period of five years from the date of offering to hand over the said Apartment to the Allottee/Purchaser/s, the Allottee/Purchaser/s brings to the notice of the Promoters any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service then, wherever possible all such structural defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottees/Purchaser/s will receive from the Promoters, compensation for such defect in the manner as provided under the Act; **Provided however, that :**

- (i) the Allottee/Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Apartment and in specific the structure of the said Apartment of the Proposed Building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee/Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water or affect the water proofing. If any of such works are carried out without the written consent of the Promoters the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
- (ii) That it shall be the responsibility of the Allottee/Purchaser/s to maintain his/her/their apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her/their apartment are regularly filled with white cement/epoxy to prevent water seepage.
- (iii) Further where the manufacturer warranty as shown by the Promoters to the Allottee/Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said apartment/building, and if the annual maintenance contracts are not done/renewed by the Allottee/s, the Promoters shall not be responsible for any defects occurring due to the same.
- (iv) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty

in both the flats and the common project amenities wherever applicable.

(v) That the Allottee/Purchaser/s have been made aware and that the Allottee/Purchaser/s expressly agrees that the regular wear and tear of the unit/building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

16.6. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

17. REIMBURSEMENT OF EXPENSES AND MAINTENANCE CHARGES:

17.1. Within 15 days after notice is given by the Promoters to the Allottee/Purchaser/s that the said Apartment is ready for use and occupation, the Allottee/Purchaser/s shall be liable to bear and pay the proportionate share of outgoings and maintenance in respect of the said Land, Proposed Building and the said Apartment namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary of and incidental to the management and maintenance of the said land and building including the charges payable to the Facility Management Agency [FMC] as is/if proposed to be appointed by the Promoters for the maintenance of the building common areas or any other specific amenity etc. Until the Proposed Transfer is effectuated and the management of the entire Proposed Building is handed over to the Common Organization as aforesaid, the Allottee/Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Allottee/Purchaser/s further agree that till the Allottee's share is so determined the Allottee/Purchaser shall pay to the Promoters, provisional monthly contribution of Rs. _____/- per month towards the outgoings. The Allottee/Purchaser/s undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever. At the time of being placed in possession the Allottee/Purchaser/s will deposit with the Promoters 12 months advance outgoings on the basis of the tentative outgoings amount as would be conveyed to the Allottee/Purchaser/s. The Allottee and/or their Common Organization will not require the Promoters to contribute proportionate share of the maintenance charges of the premises with or without garage/parking and other areas attached thereto which are to be constructed or which are not sold and disposed off by the Promoters. The Promoters will pay only the Municipal Assessments in respect thereof, however if permissible in law will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the unsold premises.

17.2. Over and above the amounts towards the Purchase Price payable and other amounts agreed to be paid by the Allottee/Purchaser/s to the Promoters as set out hereinabove, the Allottee/Purchaser/s shall, before taking possession of the said Apartment keep deposited with the Promoters the following amounts:

- a) Rs. _____/- For Legal Charges (Non Refundable);
- b) Rs. _____/- for Share Money, Application Entrance fee/ of the Common Organization;
- c) Rs. _____/- being approximately 12 months share of provisional outgoings/ maintenance charges which will include Municipal and other taxes and other charges of water bills, common electricity bill, maintenance charges etc;

d) Rs. _____/- (Rupees _____ only) on account and towards the amount of the deposit payable to the Municipal Corporation of Greater Mumbai as water meter charges and amount payable to the B.E.S.T for the Electric Meter to be installed on the said premises and other utility and services connection charges;

e) Rs. _____ / (Rupees _____ only) towards development and infrastructure charges and premium levied by the planning authorities in the course of grant of development permissions;

Time as to payment of the aforesaid amounts shall be of the essence of this Agreement.

17.3. The Promoters shall utilize the sum of Rs. _____/- (Rupees _____ Only) paid by the Allottee/Purchaser/s to the Promoters under Sub-Clause (a) hereinabove, for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement. The aforesaid deposit/payments shall not carry any interest. The Allottee/Purchasers shall not ask for any refund or any account of the said amounts from the Promoters. The amounts so paid by the Allottee/Purchasers to the Promoters under clause 17.2 herein shall not carry any interest and remain with the Promoters until the Proposed Transfer is effectuated and the management of the entire Proposed Building is handed over to the Common Organization as aforesaid, the aforesaid deposit (less the outgoings in respect of the premises purchased and deduction provided for in the Agreement) shall be paid over by the Promoters to the Common Organization. The Promoters confirms that the maintenance and outgoings to be paid by the Allottee/Purchaser/s will be calculated on the basis of the proportion of the carpet area of the said Premises to the carpet area of the entire building.

17.4. The Allottee/Purchaser will be required to pay the annual maintenance subscription as may be charged by the Promoters or the FMC if appointed for maintaining the Proposed building and the specific service facility if levied by FMC/operator and it is clarified that certain specific facility/amenity shall have usage charges/Fees and same shall be payable by the Allottee/Purchaser to the Promoters as specified by the Promoters along with applicable taxes if any by the Allottee/Purchasers.

17.5. Save and except in respect of the amount as set out in Clause 17.2 (c), the Promoters shall not be liable to maintain and/or render individual accounts to the Allottee/Purchaser/s in respect of any other amounts payable by the Allottee/Purchaser/s to the Promoters, as mentioned in this Agreement. The above referred maintenance charges are only provisional and any additional expenses should be reimbursed by the Allottee/Purchaser/s to the Promoters.

17.6. Over and above the Purchase Price and other amounts payable by the Allottee/Purchaser/s, the Allottee/Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to the Municipal Corporation of Greater Mumbai or any other concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoters, however, the same would be reimbursed by the Allottee/Purchaser/s to the Promoters in proportion of the area of the said Apartment to the total area of all the new premises in the Proposed Building.

17.7. The Promoters shall maintain separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received towards share money, membership fees etc, or towards the outgoings, and shall utilize the amounts only for the purpose for which they have been received.

18. REPRESENTATIONS, WARRANTIES AND COVENANTS:

18.1. The Promoters hereby represents to the Allottee/Purchaser/ as follows:

- i) In terms of and as set out in the Certificate of Title annexed to this Agreement the Promoters are well and sufficiently entitled to carry out development upon the said Land and also has actual physical and legal possession of the said Land.
- ii) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the said Property and shall obtain requisite and further approvals from time to time to complete the development of the said Property and to avail of the entire development potential thereof in terms of the Development Control Regulations amended from time to time;
- iii) There are no encumbrances upon the said Land save and except those as may be disclosed on RERA portal and/or in the Certificate of Title;
- iv) There are no litigations pending before any court of law with respect to the said Land which restrain the development of the said Property or execution of this Agreement save and except those disclosed in the Certificate of Title;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the said Proposed building under construction 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 said Land and the said Proposed Building and the further buildings is to be constructed shall be obtained from the planning Authority in accordance with law;
- vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/ Purchasers created herein, may prejudicially be affected;
- vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Premises which will, in in any manner, affect the rights of Allottee/Purchasers under this Agreement;
- viii) The Promoters 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 said Land to the competent Authorities till the offering of possession of the Premises to the Allottee/Purchasers;
- ix) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received or served upon the Promoters in respect of the said Land except those disclosed in the Certificate of Title.

18.2. The Allottee/Purchaser/s for himself/herself/themselves/itself with an intention to bring all persons into whosoever hand the said Apartment may come, do hereby covenant with the Promoters as follows:

- i) To maintain the said Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything

in or to the said Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Apartment is situated and the said Apartment itself or any part thereof or change the use thereof. The Allottee/ Purchaser/s shall be responsible for the violation or breach of this provision and hereby agrees to save harmless , indemnify and keep indemnified the Promoters as well as such Common Organization for the same.

- ii) Not to store in the said Apartment and the Proposed Building any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Proposed Building or storing of which goods is objected to by the concerned local or other authority and shall take care that while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Proposed Building in which the said Apartment is situated including entrances of the Proposed Building in which the said Apartment is situated and in case any damage is caused to the Proposed Building and/or the said Apartment on account of negligence or default of the Allottee/Purchaser/s in this behalf, the Allottee/Purchaser/s shall be liable for the consequences of the breach.
- iii) To carry at his/her/their/its own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/Purchaser/s and shall not do or suffer to be done anything in the said Apartment and to the Proposed Building which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/Purchaser/s committing any act in contravention of the above provision, the Allottee/Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
- iv) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Apartment or any part thereof without procuring the prior written permission of the Promoters and/or Common organization and providing the Promoters with copies of the detailed plans of the proposed addition, alteration or modification to the said Apartment, nor any alteration in the elevation and outside colour scheme of the Proposed Building and shall keep the portion, sewers, drains and pipes in the said Apartment and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC Partis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Common Organization and in the event of such damage the Allottee/s shall indemnify the Promoters and/or the Common Organization for the same;
- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land, said Apartment and the Proposed Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- vi) Not to throw dirt, rubbish, rags, garbage or other residue or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the Proposed Building;

- vii) Not to enclose the balconies, decks, patios, ducts, terraces, passages or other portions of the Common Areas or any other portion of the Proposed Building;
- viii) Not to keep or place pots and other receptacles with or without plants on the parapets, ledges or any other outer portion of the said Apartment;
- ix) Not to affix any enclosures or additions or projections of any nature whatsoever to any external portion of the said Apartment or any part thereof. The window air conditioners or split unit air conditioners should be appropriately installed in the place provided therefore, as may be designated by the Promoters. If the box grills is being affixed then the Purchasers/Allottees shall have to obtain the consent/concurrence of the Promoters and such box grill shall be only of the design provided by the Promoters.
- x) Not to put up clothes lines or dry clothes on any external portion of the said Apartment, save and except in drying yard balcony in the said Apartment;
- xi) Not to place or keep any garbage cans, waste paper baskets in the common passage, staircases, landing or lobbies of the Proposed Building or any part of the compound thereof;
- xii) Pay to the Promoters within 15(fifteen) days of demand by the Promoters, his/her/their/its share of security deposit, charges or expenses etc. demanded by concerned local authority or Government for giving water, electricity or any other service connected to the Proposed Building;
- xiii) To bear and pay the proportionate costs, charges and expenses for repairing and maintaining the common areas as also the proportionate rents, rates, taxes, cesses, duties (whether applicable/payable now or become applicable/payable in future) and all other outgoings (including any increase therein) payable to municipal authorities, the State Government and any other local or public authority in respect of the said Land including the Proposed building being constructed thereon, including the Common Areas and the Promoters shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof.
- xiv) To fully and properly restore at his/her/their/its entire costs, charges and expenses the Common Areas and/or other amenities or any part thereof, to its original condition whether it is dug up, opened or damaged or used for carrying out any kind of works therein. Such work shall not be carried out in a way that it shall obstruct or impede the use of such common properties and amenities for a period longer than necessary and reasonable. Before such work is commenced, a reasonable prior notice in writing shall be given to the parties affected thereby, including the Promoters and/or the Common Organization and the work shall be carried out only after obtaining approval for the same from the Promoters and / or the Common Organization.
- xv) To maintain, manage, look after, repair and keep in good order and condition the passages compounds and other Common Areas and amenities with the electrical lights, drains, pipes, sewers and other installations and connection hereto and not to permit the use of the said passages, compounds and other common areas in the Proposed Building for the storage or for the use by servants at any time.

- xvi) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/s viz. user for any purposes other than purpose for which the same is sold.
- xvii) The Allottee/Purchase/s have prior to the execution of this Agreement satisfied himself/ herself/itself/ themselves about the title of the Promoter to the said Property described in the First Schedule hereunder written and have absolutely accepted the same.
- xviii) The Allottee/Purchaser/s have prior hereto satisfied themselves of the FSI available and presently consumed on the said Property described in the First Schedule hereunder written. The Allottee/Purchaser/s are informed that the Promoters will be utilizing further FSI , fungible FSI , premium FSI, Ancillary FSI and any other development potential as would be available and sanctioned by the planning Authority from time to time under various provisions of DCPR or MRTP as may be modified and amended from time to time and the Allottee/Purchasers are aware of the same and as disclosed in the manner herein records that he/she/they hereby grant their consent for the same and have no grievance in respect thereof.
- xix) The Allottee/Purchaser/s and the persons to whom the said Premises are sub-let, let, transferred, assigned or given possession of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Common Organization at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and maintenance of the Proposed building the said Premises and other portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Municipal Corporation of Greater Mumbai , MHADA, MRTP and the local authorities and of the Government and other public Bodies. The Allottee/Purchaser/s and the person to whom the said Premises are let, transferred, assigned or given possession of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such Common Organization regarding the occupation and use of the Building and/or the premises therein and shall pay and contribute regularly and punctually towards the taxes, expenses and the other outgoings under any head and of any nature whatsoever in accordance with the terms of this Agreement.
- 18.3. The Allottee/Purchaser/s shall be liable to pay cheque bouncing charges of Rs.2000/- (Rupees Two Thousand Only) plus GST, on account of a cheque bounced for any reason whatsoever including but not limited to insufficient funds; stop payment or account closed. The Promoters shall be entitled to adjust cheque bouncing charges against any amounts received from the Allottee/Purchaser/s as it may deem fit. This is without prejudice to the right of the Promoter/s to charge Interest for delay and/or to terminate this Agreement as breach on the part of the Allottee/s/Purchaser/s.
- 18.4. The Allottee/Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in

accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee /Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 18.5.** The Allottee/Purchaser/s shall not mortgage, let, sub-let, grant on leave & license, sell, transfer, assign or part with the Allottee/Purchasers' interest or benefit factor of this Agreement or enter into any agreement/ memorandum of understanding (oral or written) with any third party or part with the possession of the said Apartment until all the dues payable by the Allottee/Purchaser/s to the Promoters under this Agreement are fully paid-up and further only if the Allottee/Purchaser/s is/are not guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/Purchaser/s has/have obtained the prior written permission of the Promoters or the Common Organization. *PROVIDED HOWEVER* that such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply mutatis mutandis to such transferee/s/assignee/s also.
- 18.6. The Allottee/Purchasers shall permit the Promoters and their servants and agents with or without workmen and other at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and the Allottee/Purchasers shall make good within two months, of the giving of a notice, all defects, decays and wants of repairs of which such notice in writing shall be given by the Promoters to the Allottee/Purchaser/s. The Allottee/Purchaser/s shall also permit the Promoters and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises for the purposes of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.
- 18.7. The Allottee/Purchaser/s shall extend full cooperation to the Promoters, their agents, contractors to ensure good governance of such works.
- 18.8.** The Allottee/Purchaser/s shall not shift/change/alter the location of kitchen and toilets pursuant to which the drainage system and water proofing of the Proposed Building is affected;
- 18.9. As required by the Adani Energy or BEST or Tata Power Company Limited or Maharashtra State Electricity Board ("M.S.E.B.") or any other authorized electricity providers, a substation room shall be provided to them in any part of the layout of the said Land for supplying electricity to the Proposed Building on the said Land and/or any part thereof and/or to the buildings constructed in the vicinity of the said Land and the Allottee/Purchaser/s hereby grants his/her/their irrevocable consent to the Promoters for the same. The Promoters may be required to and if so required shall execute a Deed of Lease/Sub-lease/License/Assignment with Adani Energy or BEST or Tata Power Company Limited and/or the M.S.E.B. in this connection as may be required. The Allottee/Purchaser/s shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall

extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the Adani Energy Tata Power Company Limited or the M.S.E.B. The costs and expenses for the same shall be borne and paid by all the purchasers of the premises in the Proposed Building including the Allottees/Purchasers herein in proportion with the area of their respective premises.

- 18.10. The terrace space, deck, drying yard or patio in front of or adjacent or vertically or horizontally connected to the Apartment in the Proposed Building for the use of the purchaser/Allottee/s of such Apartment shall be maintained exclusively by the respective Allottee/s of such Apartment and such terrace spaces, decks or patios are intended for the exclusive use of the respective allottee/purchaser/s alone.
- 18.11. The Allottee/Purchasers shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Promoters and/or the Common Organization may require for safeguarding the interest of the Promoters and/or the Allottees/Purchasers and the other purchasers of the premises in the Proposed Building.
- 18.12. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold Apartments in the Proposed Building shall at all times, be and remain the absolute property of the Promoters and the Promoters shall become members of the Common Organization in respect thereof. The Promoters, shall have full right, absolute power, authority and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper, to any person or party of their choice, and neither the Allottee/Purchaser/s herein, nor the Common Organization shall object to or dispute the same. On the Promoters intimating to the Common Organization the name or names of the Allottee/Purchaser/s or acquirer/s of such unsold Apartment, the Common Entity shall forthwith accept and admit such Allottee/Purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour.
- 18.13. The Promoters or any person or persons nominated by the Promoters or the party/s to whom the rights concerned under this clause are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by MHADA, Municipal Corporation of Greater Mumbai, and other competent Authority and such additions, alterations and structures will be the sole property of the Promoters or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Allottee/Purchasers hereby consents to the same. The Promoters and/or their nominee/ assigns shall be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the compound comprised in the said Proposed Building including the terrace walls, parapet walls dead wall and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Promoters and/or their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication Towers on the Terrace of the buildings and to appropriate the entire income or consideration in respect thereof for themselves. The Allottee/Purchaser/s shall not be entitled to raise any objection or to any reduction in the price of the flat/garages/parking spaces agreed to be acquired by him/her/them/itself and/or compensation or damages on the ground of inconvenience or any other ground whatsoever. IT IS HEREBY AGREED that the Promoters shall be entitled to nominate any other person or persons to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the

Common Organization provided further that neither of the Allottee/Purchasers or the Common Organization, shall be entitled to charge the Promoters and/or its nominee or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

18.14. The Common Organization shall preserve and maintain the documents/plans and subsequent periodical structural audit reports and repair history similarly to check and to carry out fire safety audit time to time as per requirement of C.F.O through the authorized agency of MCGM.

18.15. The Allottee/s declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by all and all Allottee/sPurchaser(s) shall be treated as one single person/ entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.

18.16. The Allottee/Purchaser/s hereby agrees, undertakes and covenants with the Promoter that neither the Allottee/s nor the Common Organization shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement or any other deed, document or writing that may be entered into and executed between the parties hereto or those of the Promoters as mentioned herein and the Allottee/Purchasers and the Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable them to exercise and avail of the same.

19. INDEMNIFICATION:

19.1. Subject to the Promoters not being in breach of the terms and conditions stated herein, the Allottee/Purchaser/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless, at all times, the Indemnified Parties (defined hereinafter), and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of any failure, breach, default, non-observance, non-performance, or non-compliance, by the Allottee/s of any of the terms, conditions and provisions of this Agreement or by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee/Purchaser/s being untrue. (Wherever the term "Indemnified Parties" appears in this Agreement, the same shall mean the Promoters, Promoter's Affiliates, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns)

20. NO WAIVER:

Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the parties to take the said Premises.

21. NO DEMISE/ASSIGNMENT:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Land and Proposed Building or any part thereof. The Allottees/Purchasers shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair cases, terraces, recreation spaces, etc. will remain the property of the Promoters until the said Land along with Proposed Building is transferred to the Common Organization as stated in clause (7) hereinabove. The Allottee /Purchasers and the Common Organization shall admit the Promoters as their nominal members. The Allottee/Purchasers will not take any objection if the Prospective Owner enclose or cover their respective portion under the stilt subject to necessary permission from Concerned Authorities;

22. SEVERABILITY:

If any provision of this Agreement becomes invalid or illegal or adjudged unenforceable, the provisions shall be deemed to have been severed from this Agreement, so far as possible, shall not be affected by the severance;

23. **FURTHER ASSURANCES:**

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

24. **MISCELLANEOUS:**

24.1. Place of Execution: The place of execution of this Agreement shall be Mumbai.

24.2. The Allottee/s and/or the Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof. If the Allottee/s /Purchaser fail/s to lodge this Agreement for Registration within the time prescribed by law, the Promoters shall not be responsible for the same or for any consequences arising from non-registration of the Agreement for any reason whatsoever.

24.3. **Notice/Correspondences:**

All notices, correspondence and other communications to be served by any of the Parties on the other of them, under the terms of this Agreement, shall be in writing, and delivered by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below,:

(a) The Promoters:

Attention : _____
 Address : _____
 Fax : _____
 Email : _____

(c) Allottee/Purchasers:-

Attention : _____
 Address : _____
 Fax : _____
 Email : _____

It shall be the duty of the Allottee/Purchaser/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/Purchaser/s as the case may be.

24.4. **Joint Allottees:**

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

24.5. The Permanent Account Numbers of the parties hereto are as under:

Name **PAN Nos.**

24.6. **Stamp Duty and Registration Charges:**

The charges towards Stamp Duty and registration in respect of this Agreement shall be borne and paid by the Allottee/Purchaser/s. The Allottee/Purchaser/s shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the Deed Assignment in respect of the said Land /Proposed Building as the case may be. The Allottee/Purchaser/s hereby agree to pay on demand the Allottee's Share of Stamp Duty and Registration Charges, Payable, if any, by the said Common Organization on such Deed of Assignment or any other document or instrument of transfer.

24.7. DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments or modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Mumbai by a sole arbitrator who shall be appointed by the Promoters. The Allottee/s hereby confirms that he/she/it/they shall have no objection to this appointment.

24.8. JURISDICTION:

Subject to the provisions of clause (24.7) hereinabove, the Courts at Mumbai alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement regardless of place of execution of this Agreement which is deemed to be at Mumbai

25. The Purchaser/s/Allottee/s hereby declare that he/she/it they has/have gone through along with his/her/their Advocates and/or Legal Advisor the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s Purchaser/s after being fully satisfied with the contents has entered into this Agreement.

26. **ENTIRE AGREEMENT:** The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties. Unless specifically mentioned herein, this Agreement supersedes:

- a) All agreements, negotiations, allotments, letters, commitments, writings, if any executed between the Allottee/Purchaser/s and the Promoters prior to the date of execution of this Agreement, pertaining to the subject matter hereof;
- b) All representations, warranties, commitments, etc. made by the Promoters in any documents, brochures, hoarding etc. and/or through on any other medium; and
- c) The Promoters shall not be bound by any such prior agreements, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Promoters under this Agreement.

27. **HEADINGS:** The headings, Clauses parts and paragraphs of the Schedules and Annexures hereto are for convenience only and do not affect the interpretation of this Agreement.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(Description of the said Land)**

ALL THAT piece or parcel of land admeasuring 1104 square yards equivalent to 923.08 square meters or thereabouts bearing Plot No.215 of Dadar Matunga Estate of the Municipal Corporation of Brihanmumbai standing thereon, bearing Cadastral Survey No.185/10 of Matunga Division, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and the building standing thereon and known as "**Lamba Building**"and assessed by the Assessor & Collector of Rates & Taxes of the Municipal Corporation of Brihanmumbai under 'F' North Ward bearing street No.6835 (1) 33 and situated at Bhalchandra Road, Matunga, Mumbai – 400 019 and bounded as follows:

On or Towards the North:
 On or Towards the South:
 On or Towards the West:
 On or Towards the East:

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the Premises)

Apartment bearing number _____, admeasuring about _____sq. mtr. of RERA Carpet Area on the _____th floor of the Proposed Building to be known as **“PARK WAY”** together with the _____(_____) car parking space bearing no _____ on the _____ Podium level situated on the said Land described in the First Schedule hereinabove.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common and Limited Common Areas)

The nature, extent and description of the “Common areas and facilities” and “Limited Common areas and facilities” shall be as under:

1)

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Specifications and Amenities)

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and signatures on the day and the year first hereinabove written.

SIGNED AND DELIVERED)
 by the withinnamed –“**PROMOTERS**”)
M/S. OM SAI GANESH BUILDERS & DEVELOPERS))
PVT. LTD)
 In the presence of.....)

1.

2.

SIGNED AND DELIVERED)
 by the withinnamed “**ALLOTTEE/PURCHASER/S**”)
 _____)
 _____)
 in the presence of ...)

1.

2.

RECEIPT

RECEIVED a sum of Rs. _____/)
 (Rupees _____ only)
 of and from the withinnamed)
 _____)
 Allottees/Purchasers, being the amount payable)

under Clauses _____ by him/her/them)
to us by Cheque bearing No. _____)
drawn on _____ Bank)
_____ Branch to be paid by)
him/her/them to us.) Rs _____/-

WITNESSES:

WE SAY RECEIVED

**M/S. OM SAI GANESH BUILDERS &
DEVELOPERS PVT. LTD**

(PROMOTERS)

Housiey.com
DRY

=====
DATED THIS DAY OF , 2022
=====

BETWEEN:

**M/S. OM SAI GANESH BUILDERS & DEVELOPERS PVT. LTD
.. PROMOTERS**

AND:

... ALLOTTEE/PURCHASER/S

AGREEMENT FOR SALE

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