

AGREEMENT FOR SALE

This Agreement made at Mumbai this [●] day of [●] in the year Two Thousand and Twenty [●].

BETWEEN

PRINCECARE AMARAA LLP (formerly known as M/s. Neetnav Constructions, a partnership firm), a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 702 Runwal & Omkar Esquare Opp. Sion Chunabhatti Signal Easter Express Highway Sion (East) Mumbai 400 022, through the hands of its duly authorized / designated partner, hereinafter referred to as “**THE PROMOTER**” (which expression shall unless be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the One Part;

AND

[●], aged [●], having address at [●], hereinafter referred to as “**THE ALLOTTEE**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and permitted-assigns) of the Other Part.

(The Promoter and the Allottee are hereinafter collectively referred to as “**the Parties**”).

WHEREAS:

- A. The Promoter is seized possessed and absolutely entitled to all those pieces and parcels of leasehold land being Plot No. 210C (*formerly being Plot Nos. 210C and 210E*) of Dadar Matunga Estate Scheme No. 5 and bearing Cadastral Survey No. 189B/10 (*formerly being Cadastral Survey Nos. 189B/10 and 189D/10*) of Matunga Division admeasuring 2090 square yards i.e. 1747.49 square metres or thereabouts (“**the said Project Land**”) together with a building consisting of ground plus two upper floors known as "Narmada Niwas" assessed to municipal taxes under "F" (North) Ward Nos.7032(3) and 7032(3A) Street Nos. 750 B and 750 BA alongwith garage

thereon (“**the said First Building**”) and another building consisting of two wings each of ground plus two upper floors each formerly known as “Kapil Ashram” and now known as “Kumud and Kalpana” assessed to municipal taxes under "F" (North) Ward Nos.7032(5) 52-54, 7032 (6) 54-A and 7032 (7) 52A and Street Nos. 750 D,750 E and 750 F alongwith with garage thereon (“**the said Second Building**”) presently situate at Dr. Babasaheb Ambedkar Road, Matunga, Mumbai - 400 019 within the limits of Greater Mumbai in the District and Registration Sub-District of Mumbai City, in the manner more particularly stated in the Report on Title dated 19th June, 2024, bearing reference No. KSV/2161/2024 issued by M/s. Kanga and Company, Advocates and Solicitors (“**the Report on Title**”). A copy of the Report on Title is hereto marked and annexed as **Annexure “A”**;

- B. The said Project Land together with the said First Building and the said Second Building is hereinafter collectively referred to as “**the said Property**”, more particularly described in the **First Schedule** hereunder written;
- C. M/s. Neetnav Constructions was converted to Princecare Amaraa LLP, being the Promoter herein, in pursuance of Section 58 (1) of the Limited Liability Partnership Act, 2008 vide Certificate of Registration dated on 17th November, 2021 issued by Ministry of Corporate affairs, Government of India;
- D. The Property Register Card in respect of the said Property stands in the name of M/s. Neetnav Constructions (now being the Promoter herein) as the lessee thereof. A copy of the Property Register Card is hereto annexed and marked as **Annexure “B”**;
- E. Vide the Report on Title, M/s. Kanga and Company, Advocates and Solicitors certified the title of the Promoter as being well and sufficiently entitled to the leasehold rights in the said Property;
- F. The said First Building and the said Second Building were occupied by 52 (fifty-two) tenants and occupants. The Promoter has agreed to re-develop the said Property, as per the provisions of Regulation Nos. 33(7) and 33(12)(B) or any other provisions of the Development Control and Promotion Regulations 2034 by demolishing the said First Building and the said Second Building standing thereon and constructing a new composite building known

as '[●]' (hereinafter referred to as the “**the New Building**”) on the Project Land in accordance with the plans that may be amended by the concerned authorities from time to time;

- G. Mumbai Building Repairs and Reconstruction Board (a MHADA Unit) has granted its NOC dated 6th February, 2014 bearing reference No. R/NOC/F-2212/856/MBRRB-13 for redevelopment of the said Property with further Composite NOC on 10th February, 2015 bearing reference No. R/NOC/F-2212 & 2224/1149/MBRRB-15 *inter alia* in respect of redevelopment of the said Property which has been further extended vide Composite NOC on 26th June, 2020 bearing reference No. R/NOC/F-2212 & 2224/2194/MBRRB-20 whereby validity was extended upto 9th February, 2021 which has been further extended vide Composite NOC on 13th July, 2022 bearing reference No. R/NOC/F-2212 & 2224/5390/MBRRB-20 upto 9th February, 2023. Revised NOC dated 13th July, 2022 bearing reference No. R/NOC/F-2212 & 2224/5391/MBRRB-20 has also been issued by MHADA. Copy of the Revised NOC dated 13th July, 2022 bearing reference No. R/NOC/F-2212 & 2224/5391/MBRRB-20 is hereto marked and annexed as **Annexure “C”**;
- H. Vide letter dated 25th November 2020, bearing reference U/No MGC/1865 dated 25th November 2020, the Municipal Commissioner has sanctioned RL prescription of 9.15 Mtrs width to the public passage connecting to the existing Dr. Babasaheb Ambedkar Road. A copy of the Sanction Letter dated 25th November 2020 is hereto marked and annexed as **Annexure “D”**;
- I. The said Corporation has also issued its Formal NOC dated 9th November, 2023 bearing No. AC / ESTATE/ P-12137/2022/(189B/10 And Other)/F/North/MATUNGA-Lease_Properties/1/New / A.E. (Imp)-I/II/III in respect of proposed redevelopment of the said Property subject to terms and conditions mentioned therein.
- J. The said Corporation has granted Intimation of Disapproval dated 9th November, 2023 bearing No. P-12137/2022/(189B/10 And Other)/F/North/MATUNGA/1/New and Commencement Certificate dated 30th May, 2024 bearing reference No. P-12137/2022/(189B/10 And Other)/F/North/MATUNGA/CC/1/New in respect of the New Building, which are hereto marked and annexed as **Annexure “E”** and **Annexure “F”** respectively;

- K. The Promoter has registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “**said Act**”) with the Real Estate Regulatory Authority at Mumbai under number [●] and called as **PrinceCare Amaraa** (hereinafter referred to as “**the Project**”). Photocopy whereof is annexed and marked as **Annexure “G”**;
- L. The Promoter has proposed to provide common areas and facilities in the New Building, which are more particularly described in **Second Schedule** hereunder for the common use and convenience of all the tenants/occupants of the said First Building and the said Second Building and the purchasers of the apartments in the New Building (“**Common Areas and Facilities**”). The Promoter shall be entitled to vary the scope of the above facilities and in the event of the Promoter providing additional facilities in future the same shall also form part of the facilities as and when developed, the use whereof may be granted subject to such terms and conditions as may be decided by the Promoter. The Promoter shall, alongwith all the occupants, continue to use and enjoy the Common Areas and Facilities even after formation of the Association of Apartment Holders (as setout hereafter) as the owner of the unsold apartments;
- M. The New Building shall be a composite building consisting of lower basement plus ground and approximately 33 upper floors. The Allottee is aware and informed that [●] floors in the New Building shall consists of flats/tenements for rehabilitation of tenants/occupants of the said First Building and the said Second Building and such tenants/occupants shall have equal access to common areas and amenities in the New Building upon payment of the requisite charges in respect of the same. The Promoter shall also construct a separate structure, being a mechanical car parking tower, adjacent to the New Building for the purpose of car parking (“**Automated Car Parking Tower**”). A detailed description of the Project is set out in **Annexure “H”** annexed hereto;
- N. The Floor Space Index (hereinafter referred to as the “**FSI**”) available as on date in respect of the Project Land is 6192.73 square meters only and the Promoter shall be entitled to avail 2956.06 sq mtrs by availing benefits under Regulation 33(12) of DCPR 2034 and Fungible FSI available on payment of

premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control and Promotion Regulation 2034 (hereinafter referred to as the “DCPR”) or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations (hereinafter referred to as “DCR”), which are applicable to the Project. The Promoter has disclosed the Floor Space Index of ___ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.;

- O. The Promoter has entered into standard agreements appointing structural consultant named J.W. Consultant LLP for the preparation of the structural design and drawings of the New Building, Architects for Building planning and aesthetic design Sandeep Shikre & Associates and Liasoning architect M/S B.N Shah & Associates all registered with the council of architects;
- P. The Allottee is offered an Apartment No. [●] admeasuring [●] square feet RERA carpet area on the [●] floor (hereinafter referred to as “Apartment”) of the New Building being constructed on the said Property along with [●] covered car parking space(s) in the Automated Car Parking Tower bearing No. [●] admeasuring [●] sq. mtrs., equivalent to [●] sq. ft. having [●] ft. length x [●] ft. breath x [●] ft. vertical clearance (hereinafter referred to as the said “Car Parking Space”) as more particularly described in the **Third Schedule** hereunder written, for the lumpsum consideration of Rs.[●]/- (Rupees [●] only) (hereinafter referred to as the “Purchase Consideration”). Copies of the approved floor plan in respect of the Apartment and parking layout plan in respect of the Car Parking Space are hereto annexed and marked as Annexure “I-1” and Annexure “I-2” respectively;
- Q. The RERA carpet area of the Apartment shall be [●] square meters and “RERA carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the

Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment;

- R. The defect liability of the Promoter in respect of the Apartment or the New Building shall be as per what is stated in this Agreement. Further, it is clarified that the liability of the Promoter to remedy defects shall not extend to:
- (i) any such defects if the same have been caused by reason of the default and/or negligence of the Allottee (including the family members, servants, occupants, licensees of such Allottee) i.e. against the guidelines, precautions, warranties, warnings on the products and services provided in the said Project;
 - (ii) any such defects if the same have been caused by reason of any additions and alterations in any of the other apartments, fittings, pipes, water supply connections, air conditioning installation, modular kitchen or any of the erection (including flooring) in the Toilets/ Kitchen/Flat done by the Allottee (including the family members, servants, occupants, licensees of such Allottee); and
 - (iii) any such other events caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the Apartment or the fixtures or fittings provided therein.

The detailed terms and conditions agreed between the parties regarding the defect liability are more specifically set out in **Annexure "J"**.

- S. The Apartment shall be provided with the Amenities as listed out in **Fourth Schedule** written hereunder;
- T. The Promoter has sole and exclusive right to sell the apartments in the New Building to be constructed by the Promoter on the said Property and to enter into Agreement/s with the allottees of the Apartments to receive the sale consideration in respect thereof;
- U. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Promoter's Architects

Messrs. [●] and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder. The Allottee shall not be entitled to further investigate the title of the Promoter and no requisition or objections shall be raised upon any matter relating thereto;

- V. The Allottee has examined all documents and information uploaded by the Promoter on the website of the RERA Authority as required under the RERA Act and has understood the documents and information in respect thereof;
- W. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the New Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the New Building. While sanctioning the plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and upon due observance and performance of which only the completion or occupancy certificate in respect of the New Building shall be granted by the concerned local authority;
- X. The Promoter has accordingly commenced construction of the New Building in accordance with the plans;
- Y. The Allottee hereby confirms that he/she has fully read and understood the foregoing recitals and has agreed and understands that the Promoter shall have all the rights in respect of the development of the said Property in the manner herein contained and the Allottee shall not object to the same;
- Z. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- AA. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. [●] /- (Rupees [●] only), being part payment of the Purchase Consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or application fee (the payment and receipt

whereof the Promoter hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the Purchase Consideration in the manner contained herein;

- BB. Under section 13 of the RERA Act, the Promoter is required to execute a written Agreement for Sale of the Apartment with the Allottee, being in fact these presents and also to register such Agreement for Sale under the 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, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

INTERPRETATION

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and shall not form an operative part of this Agreement or schedules and shall be ignored in construing the same.

PURCHASE OF THE APARTMENT AND PURCHASE CONSIDERATION

2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee apartment No. [●] admeasuring [●] square feet RERA carpet area on the [●] floor (hereinafter referred to as the “**Apartment**”) of the New Building being constructed on the Project Land for the total consideration of Rs. [●] /- (Rupees [●] only) (hereinafter referred to as “**Purchase Consideration**”), being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

3. Further, the Allottee has requested the Promoter for allotment of covered car parking space(s) and the Promoter agrees to allot to the Allottee [●] car parking space(s) without consideration bearing No. [●] admeasuring [●] sq. mtrs., equivalent to [●] sq. ft. having [●] ft. length x [●] ft. breath x [●] ft. vertical clearance (hereinafter referred to as the “Car Parking Space”). The Apartment and the Car Parking Space are more particularly described in the Third Schedule annexed herewith.
4. The Allottee has paid on or before execution of this Agreement a sum of Rs. [●] (Rupees [●] only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs [●] (Rupees [●] in the following manner :-
- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
 - ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the New Building or wing in which the Apartment is located.
 - iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the New Building or wing in which the Apartment is located.
 - iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the Apartment.
 - v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Apartment.
 - vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces

with waterproofing, of the New Building or wing in which the Apartment is located.

- vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the New Building in which the Apartment is located.
 - viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
5. The Purchase Consideration shall be paid by the Allottee to the Promoter in installments specified in **Annexure “K”** after deducting therefrom TDS on each such installment as per the applicable provisions of Section 194-IA of the Income Tax Act, 1961.
 6. The Allottee shall deposit TDS in the government treasury by furnishing Form No.26QB within 5 (five) days from the end of the month in which the deduction is made, and issue a TDS certificate in Form No.16B to the Promoter within 15 (fifteen) days from the due date for furnishing the Form No.26QB, so as to enable the Promoter to give credit to the Allottee for the same.
 7. The Purchase Consideration above excludes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment and further excludes applicable GST at the relevant time, the proportionate lease transfer premium payable by the Promoter to the Municipal Corporation of Greater Mumbai (MCGM), or any other indirect taxes which may be levied, limited to the transaction of sale and purchase of the Apartment. It is clarified that the applicable GST is required to be paid by the Allottee together with each installment of the Purchase Consideration. It is further

clarified that the proportionate lease transfer premium is required to be paid by Allottee to the Promoter at the time of taking over possession of the Apartment as per demand made by the Promoter.

8. The Purchase 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 time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
9. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee as per Annexure "K", by discounting such early payments at [●] % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
10. Further, the Allottee shall on or before delivery of possession of the Apartment keep deposited with the Promoter, the following amounts:-
 - (i) Rs. [●] /-(Rupees [●] only) for share money, application entrance fee of Association of Apartment Holders.
 - (ii) Rs. [●] /-(Rupees [●] only) for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. [●] /-(Rupees [●] only) for proportionate share of taxes and other charges/levies in respect of the Association of Apartment Holders.
 - (iv) Rs. [●] /-(Rupees [●] only) for deposit/charges towards provisional monthly contribution towards outgoings of the Association of Apartment Holders.
 - (v) Rs. [●] /-(Rupees [●] only) for deposits/charges towards water, electric, and such other utility and services connection charges and

Rs. [●] /-(Rupees [●] only) for deposits of electrical receiving and
Sub Station provided
in layout.

11. The Purchase Consideration and any other amounts shall be payable by the Allottee in the following Bank Account:

Payee Name	PRINCECARE AMARAA LLP (Collection Account)
Bank Account Number	[●]
Bank Name	[●] Bank
IFSC Code	[●]
Branch Name	[●]
Account Type	Current A/c

12. The applicable GST shall be payable by the Allottee in the following Bank Account:

Payee Name	PRINCECARE AMARAA LLP
Bank Account Number	[●]
Bank Name	[●] Bank
IFSC Code	[●]
Branch Name	[●]
Account Type	Current A/c

13. The Allottee confirms that in case remittances related to the Purchase Consideration and all other amounts as payable under this Agreement in respect of the Apartment are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Allottee to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable law including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoter with such permission/ approvals/ no objections to enable the Promoter to fulfill its obligations under this Agreement. Any implications arising out of any default by the

Purchaser shall be the sole responsibility of the Purchaser. The Promoter accepts no responsibility in this regard and the Allottee shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee to intimate in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the applicable laws.

14. The Promoter shall confirm the final RERA carpet area that has been allotted to the Allottee after the construction of the New Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area, subject to a variation cap of 3% (three percent). The Purchase Consideration payable for the RERA carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the RERA carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the RERA carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment forming part of the Purchase Consideration. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

15. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

16. It is agreed that time is of essence for the Promoter as well as Allottee. The Promoter shall endeavour to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and the common areas to the Association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be in respect of the Apartment. The Allottee shall make timely payments of the instalments of the Purchase Consideration and other amounts payable by him/her and meeting the other obligations under the Agreement subject to

the simultaneous completion of construction by the Promoter as provided in **Annexure “L”**. However, the timelines corresponding to stages of the Project specified in Annexure “L” are only indicative and based on projections made by the Promoter. Therefore, the payment of instalments towards the Purchase Consideration shall be made by the Allottee strictly as per Annexure “K” hereto, regardless of the corresponding stage of construction being completed by the Promoter before the timelines indicated in Annexure “L” hereto. The Promoter shall, in respect of any amount remaining unpaid by the Allottee under the terms and conditions of this Agreement will have a first lien on the Apartment and until all such amounts are fully paid by the Allottee to the Promoter, the Allottee shall not be entitled to possession of the Apartment.

17. It is an essential and integral term and condition of this Agreement that the title in respect of the Apartment under this Agreement shall be transferred in favour of the Allottee, only if the full amount of the aforesaid Purchase Consideration, as well as all other amounts as mentioned herein are paid by the Allottee to the Promoter and Allottee has furnished to the Promoter the requisite Form 16B for all amounts of TDS. It is further agreed that only upon compliance of the aforesaid, shall the Allottee have or be entitled to claim any and all rights under this Agreement and/or in respect of the Apartment.

DELAY IN PAYMENTS BY THE ALLOTTEE AND CONSEQUENCES THEREOF

18. The Allottee shall be liable to pay interest to the Promoter on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the Interest or are recovered by the Promoter.
19. In the event any cheque deposited by the Allottee in respect of payment of Purchaser Consideration and/or any other amounts mentioned herein and/or interest (if any), is dishonoured, the Allottee shall be liable to pay a penalty of Rs. 5000/- (Rupees Five Thousand only) for each such dishonoured cheque. In such a scenario, the Promoter shall have a lien and charge on the Apartment until full receipt of all such amounts with the aforesaid penalty.

20. Without prejudice to the right of the Promoter to charge interest in terms of Clause 32 herein, on the Allottee committing default of payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its/their proportionate share of taxes levied by concerned local authority and other outgoings), and on the Allottee committing 3(three) defaults of payment of instalments of the Purchase Consideration, the Promoter shall at its own option, terminate this Agreement. Provided that the Promoter shall give notice of 15 (fifteen) days each in writing to the Allottee, by Registered Post A.D. at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages, taxes and outgoings in respect of the Apartment or any other amount which may be payable to the Promoter) within a period of 30(thirty) days of the termination, the instalments of the Purchase Consideration in respect of the Apartment which may till then have been paid by the Allottee to the Promoter.

21. Upon such termination by the Promoter the consequences hereunder shall follow:

- (i) The Allottee shall cease to have any right or interest in the Apartment and the Car-Parking Space or any part thereof and/or claim of any nature whatsoever on the Promoter and/or the premises (including the Apartment and/or the Car Parking Space); and
- (ii) The Promoter shall be entitled to sell, transfer, lease, grant on leave and license basis, mortgage and/or otherwise deal with the Apartment and allot the Car Parking Space to such other person or party as they may deem fit, at such consideration and on such terms and conditions as they may deem fit.

22. In case of termination as aforesaid, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs or otherwise. The amount of refund shall be accepted by the Allottee in full satisfaction of all his/her/its/their claims under this Agreement and/or in or to the Apartment. Such an amount shall be refunded by the Promoter to the Allottee upon execution and registration of the Cancellation Deed in pursuance hereof and sale of the Apartment to such other person or party as the Promoter may deem fit.
23. Without prejudice to the above and the Promoter's other rights under this Agreement and/or in law, they may at their option, by a specific writing executed by them to this effect, condone any delay in payment and accept from the Allottee the payment of the defaulted installment/s on the Allottee paying to them interest on the defaulted installment/s for the period for which the payment has been delayed.

DEVELOPMENT POTENTIAL

24. Any balance unutilized FSI remaining from and out of the maximum development potential shall be to the absolute ownership and entitlement of the Promoter. It is further agreed that in the event, any FSI is unutilized until the date of the receipt of the full Occupancy Certificate and the Promoter has not utilized the same on the Project Land and the New Building, it is agreed by the Allottee, that the Promoter shall be entitled to commercially exploit and deal with such balance unutilized FSI in any manner the Promoter deems fit. If the concerned authorities or the local authority refuse to grant such compensatory FSI, then the Promoter shall be absolutely entitled to receive the monetary compensation from such concerned authorities or the local authority for the same.
25. The Allottee hereby agree/s to give all co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Apartment, so as to enable the Promoter to complete the development of the said Property including the Common Areas and Facilities by utilization of the entire maximum development potential that may become available in respect of the said Property in the manner provided under this Agreement and to enable the Promoter to complete any development required to be completed after taking the possession.

PLANS DESIGNS AND SPECIFICATIONS

26. The Promoter shall construct the New Building consisting of basement and ground/ stilt, / podiums, and upper floors on the Project Land in accordance with the plans, designs and specifications as approved by the concerned authorities from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any government authorities or due to change in law. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM at the time of approving the plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtained the Occupancy Certificate in respect of the Apartment.

INDIAN GREEN BUILDING COUNCIL (IGBC) NORMS

27. The Promoter intends to construct the New Building as per the Indian Green Building Council (IGBC) norms and hence Solar Energy System, CCTV, ring wells including rain water harvesting may also be installed in the New Building. The Allottee and other residents/occupants of New Building shall therefore benefit on their routine maintenance costs. In such an event the Allottee will proportionately contribute for all the aforesaid installations to the extent of Rs. [●]/- (Rupees [●] only) payable before taking over possession of the Apartment.

28. The Promoter intends to construct the New Building as per the Indian Green Building Council (IGBC), which would include construction of rain water harvesting by way of under ring wells by scientific process, installation of solar panels for generation of solar energy for common area usage, and use of various eco-friendly materials. Further, the New Building shall also have building management system, security systems, high speed elevators, fire safety systems and an automated mechanized parking tower. Therefore, in order to ensure smooth functioning of all services at all times and proper upkeep of the entire property and maintenance of all the equipment, the Promoter shall appoint a professional facility management services company, cost whereof shall form part of the maintenance charges payable by the Allottee.

29. The Promoter has informed the Allottee that the New Building will be IGBC compliant, guidelines thereof will be duly and fully adhered to by the Allottee in respect of the Apartment and the Association of the Apartment Holders to be formed (as hereinafter setout in respect of the New Building:

- i) The New Building will be a non smoking building;
- ii) All the common areas thereof including entrance lobbies corridors and compound facilities gymnasium and all residential floors will be non-smoking areas;
- iii) Adequate signage in that behalf shall be affixed installed and maintain at all vantage points;
- iv) The lift installed in the New Building shall be energy efficient with group controls. The Allottee and the Association of the Apartment Holders will manage maintain and continue to be installed with similar lifts. The Water pumps shall be BEE4 star rated pump or minimum 70% efficiency greater than 3HP and ISI rated motors. BEE4-star rated motors or minimum 85% efficiency for motors of capacity greater than 3HP and ISI rated motors for others;
- v) The paints of the New Building internal and external shall adhere to the requirement of indoor environmental quality credit 3:Law VOC laid by IGBC in the manner as follows:

Type of material	VOC Limit (g/L less water)
Paints:	
Non-flat (Glossy) paints	150
Flat (Mat) paints	50
Anti-corrosive/antirust paints	250
Clear wood finish varnish	350
Clear wood finish lacquer	550
Adhesives:	
Glazing adhesive	100
Tile adhesives	65
Wood adhesive	30
Wood flooring adhesive	100

- vi) The common areas of the New Building will remain to be non air conditioning save and except certain common areas such as entrance lobbies, Association of the Apartment Holders office, multipurpose Hall etc.

30. The aforesaid provisions will be adopted accepted and deemed to form of

a part of Association of the Apartment Holders that shall be formed.

POSSESSION OF THE APARTMENT AND FORCE MAJEURE EVENTS

31. The Promoter shall endeavour to give possession of the Apartment to the Allottee on or before [●] day of [●] 20[●]. If the Promoter fails to abide by the time schedule the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest at the rate of simple interest at State Bank of India highest Marginal Cost of Lending Rate (“MCLR”) plus two percent per annum. The Marginal Cost of Lending Rate shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July and 1st October) and the same shall be the MCLR applicable for the said quarter. Provided that in case the State Bank of India MCLR is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to general public (hereinafter referred to as “Interest”), on all the amounts paid by the Allottee towards the Purchase Consideration, for every month of delay, till the handing over of the possession of Apartment. The Allottee agrees to pay to the Promoter, interest as specified in the rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
32. If the Promoter fails or neglects to give possession of the Apartment to the Allottee, on account of reasons beyond his control and of his agents by the date of possession as stated in Clause 32 above, then the Promoter shall be liable, on demand of the Allottee, to refund to the Allottee the amounts towards total aggregate consideration already received by him in respect of the Apartment with Interest at the same rate as what is stated hereinabove, from the date the Promoter received the sum till the date the amounts towards installments of Purchase Consideration and Interest thereon is repaid. Thereupon, this Agreement shall stand terminated and neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise howsoever. The Allottee shall accept the aforesaid refund together with the Interest in full and final satisfaction of all his/her/its claim under this Agreement or otherwise.
33. Provided that the Promoter shall be entitled to reasonable extension of time, for giving delivery of the Apartment by the possession date if the

completion of the building in which the Apartment is to be situated is delayed by reason of -

- (i) war, civil commotion or act of God, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the project; and
- (ii) any notice, order, rule, notification, injunction of the Government and/or other public authority or from any authority/court.

POSSESSION & MAINTENANCE

34. The Promoter, upon obtaining the Occupancy Certificate in respect of the Apartment from the said Corporation and the payment of the Purchase Consideration made by the Allottee as per the Agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 30 (thirty) days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate of the Project.
35. The Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the Apartment is ready for use and occupancy, by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement.
36. After 15 (fifteen) days' notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay maintenance charges as determined by the Promoter or formation of the Association of Apartment Holders as the case may be, the proportionate share (i.e. in proportion to the RERA carpet area of the Apartment) of outgoings in respect of the Project Land and the New Building namely local taxes, betterment charges or such other levies by the MCGM and/or water charges, insurance, repairs, charges for common lighting, concierge charges and salaries of clerks bill collectors, chowkidars, sweepers, housekeeping and all other expenses necessary and

incidental to the management and maintenance of the Project Land and New Building.

37. In case the Allottee fails to take possession within the time provided then Allottee shall continue to be liable to pay maintenance charges and other outgoings as applicable.
38. The Promoter shall not be liable to bear and pay the maintenance, deposits, transfer fees, non-occupancy charges, donation or other outgoings in respect of unsold flats/premises.
39. In the event the Promoter hands over the Apartment for purpose of fit-outs/interior works, prior to formal hand over of possession, the Allottee shall deposit Rs. [REDACTED]/- (Rupees [REDACTED]) towards security towards any damages to common areas of the New Building while carrying out fit-out work, which subject to applicable deductions shall be refunded to the Allottee without interest upon execution of the Deed of Assignment in respect of the Project Land and New Building. If the damages are greater than the amount deposited towards security for damages, then the differential amount shall be payable by the Allottee.
40. The Allottee hereby expressly agree/s to accept transfer of the title by the Promoter in respect of the Apartment in the manner mentioned herein and shall not require them to transfer the title in respect of the Apartment in any other manner.

DEFECT LIABILITY

41. If within a period of five years from the date of handing over the possession of the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the New Building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

RIGHTS OF THE PROMOTER

42. The Promoter shall be entitled to transfer and create third party rights (in any manner as they may deem fit in respect of the unsold units/apartments of the New Building and receive consideration in respect thereof.
43. The Promoter shall be entitled, at any time, to transfer and/or mortgage and/or create third party rights or otherwise deal with or dispose of their right, title or interest in respect of the remaining portion of the said Property, the maximum development potential that may be available in respect of the said Property from time to time or any part/s thereof (either as per the present layout or any amended layout), as the case may be, to any third party, for such consideration and on such terms and conditions as they may in its absolute discretion deem fit. The Allottee shall not interfere with the above rights of the Promoter.
44. The Allottee agrees and confirms that the Promoter is entitled to raise loan against the security of or to create collateral security in respect of all the residuary right, title and interest in the New Building to be constructed in the said Project, as security (including by way of a mortgage or charge or hypothecation of receivables of allotted units being the installments of purchase price together with interest and other charges payable thereon) to any other credit/financial institution, bank or other person/body, who may hereafter advance credit, finance or loans to the Promoter, and to mortgage the same and or create any charge/lien or encumbrances in respect thereof in favour of any bank/s or financial institutions or any concerned parties.
45. The Allottee hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, and in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoter offering and giving the Project Land and/or the Project proposed to be constructed on the Project Land by the Promoter, as security (save and except the Apartment) in the manner mentioned hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Allottee shall be of the essence of this Agreement, and that on the basis of the declaration, agreement,

undertaking, covenant, confirmation and assurance made/given by the Allottee herein, the Promoter has entered into this Agreement.

FORMATION OF THE ASSOCIATION OF APARTMENT HOLDERS

46. The Promoter shall within a a period of 3(three) months of the majority of allottees, which is fifty-one (51) percent of the total number of allottees, having booked their apartments in the Project or receipt of the Occupation Certificate, make necessary application to form a co-operative housing society/association of allottees of the New Building comprising solely of the Allottee, tenant/occupants of the said First Building and the said Second Building and other purchasers of units/premises in the New Building, (**“Association of Apartment Holders”**) under the provisions of the Maharashtra Co-operative Societies Act, 1960/Maharashtra Apartment Ownership Act, 1970 and the Rules made thereunder, read with the RERA Act and the MahaRERA Rules subject to the necessary co-operation of the Allottee and other allottees.
47. The Allottee undertakes to do all acts, deeds, matters and things and sign and execute the application for registration and/or membership and other papers and documents necessary including the bye-laws of the proposed Association of Apartment Holders for the formation and the registration of the Association of Apartment Holders and for becoming a member thereof, and duly fill in, sign and return to the Promoter within 7(seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable Promoter to register the Association of Apartment Holders. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
48. The Association of Apartment Holders shall admit all purchasers of apartments in the New Building as members, in accordance with its bye-laws including the tenants/occupants of the said First Building and the said Second Building.
49. The Promoter shall be entitled, but not obliged to join as a member in the Association of Apartment Holders in respect of unsold premises in the Project, if any. The provisions of the Declaration and the bye-laws framed

at the time of formation of the Association of Apartment Holders shall be applicable to the Promoter, if it chooses to join as member.

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

51. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Association of the Apartment Holders including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Association of Apartment Holders and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable toward the same.

52. After the completion of the New Building and perpetually thereafter the logo/signage of the Promoter will be installed and displayed in an aesthetic manner in the ground floor lobby or on the ground floor exteriors or façade of the New Building and on the water tank or on the terrace of the New Building. No charges shall be payable by the Promoter to the Association of the Apartment Holders for the same. The electricity used for such signs shall also be borne by the Association of the Apartment Holders. The maintenance and upkeep of such signs shall be undertaken by the Promoter. Further it is agreed that the Promoter shall have exclusive right to use multi-purpose hall for 2 (two) weeks per month perpetually at no costs towards such usage and this condition shall also form part of the assignment of the New Building and lease in respect of the said Land to be executed in favour of the Association of the Apartment Holders, as the case may be.

ASSIGNMENT TO THE ASSOCIATION OF APARTMENT HOLDERS

53. Within 3 (three) months of the majority of allottees, which is fifty-one (51) percent of the total number of allottees, having booked their apartments in the Project or receipt of the Occupation Certificate in relation to the New

Building, the Promoter shall execute and/or cause to be executed, a Deed of Assignment in respect of the Project Land and New Building.

54. The documents of transfer to be executed in respect of the New Building as herein stated shall inter- alia contain provisions for safeguarding the aforesaid rights of the Promoter.
55. At the time of execution and registration of the document of transfer, the Promoter shall handover to the Association of Apartment Holders the relevant documents available with them in respect of the Project Land and the New Building which shall be maintained and preserved by them.
56. The Association of Apartment Holders shall preserve and maintain the periodical structural audit reports and carry out fire safety audits at regular intervals as per the requirement of the Chief Fire Officer through the authorized agencies of the MCGM.
57. All documents necessary for the formation and registration of the Association of the Apartment Holders as stated herein above, shall be prepared by Advocates & Solicitors of the Promoter. At the time of the execution of the document of transfer, the Allottee shall pay to the Promoter the Allottee's share of the stamp duty, registration charges and other statutory charges payable, if any, in respect of the said Deed of Assignment or any other document or instruments of transfer to be executed in favour of the Association of the Apartment Holders. Lease Transfer premium payable to MCGM (Estate Dept) or any other indirect taxes which may be levied, limited to the assignment of the Project Land and New Building shall be paid to the Promoter by the Allottee at the time of taking possession.
58. The Allottee shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoter and of the purchasers of the other apartments in the New Building.
59. It is hereby agreed by and between the Parties hereto that even after formation of the Association of the Apartment Holders of the New Building:

- (i) All the unsold apartments/premises and portions of the New Building as retained by the Promoter including terraces, etc. and incidental car-parking spaces in the New Building shall belong to and vest absolutely in the Promoter;
- (ii) The Promoter shall at its option join as Promoter/Member in respect of such unsold apartments/premises;
- (iii) The Promoter shall be entitled to retain, sell, transfer, mortgage, let/lease out, grant on Leave and License basis including as paying guest and/or otherwise howsoever for short and/or long stay to any person/s and/or otherwise create third party rights in respect of unsold apartments and portions of the New Building as retained by the Promoter including terraces, etc. and receive and appropriate the sales proceeds/license fee/rentals/gross realizations in respect thereof without requiring the NOC/consent of the Association of Apartment Holders that may be formed of all the flat purchasers of the New Building;
- (iv) In the event the Promoter lets/leases out, grants on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay the unsold apartments/premises and portions of the New Building as retained by the Promoter including terraces, etc. in New Building, it shall not be liable to pay to the Association of Apartment Holders any amounts/ charges by whatever name called including deposits, transfer fees, non-occupancy charges, donation or otherwise.

60. Nothing contained in this Agreement shall be construed so as to confer upon the Allottee any right whatsoever, into or over any portion of the Project Land or the New Building or any part thereof, save and except the rights to the Apartment and Car Parking Space as provided herein. It is agreed by and between the parties that such conferment of title in respect of the undivided share in the common areas and the proportionate share in the Project Land shall take place in favour of the Allottee on the formation of the Association of Apartment Holders and on execution of relevant documents in this regard.

61. Until all allottees are made members of the Association of Apartment Holders and management of the New Building is handed over to the Association of Apartment Holders, the Allottee shall pay to the Promoter such proportionate share of management charges as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter, in advance, an amount equivalent to 24 (twenty-four) months maintenance charges and shall not withhold the same for any reason whatsoever. The Allottee hereby agrees that in the event of additional amount becoming payable over and above the aforesaid amount, such additional shall be payable by the Allottee within [REDACTED] ([REDACTED]) days of the Promoter's written notice in that regard. In the event of any default or delay in payment of the aforesaid amounts, the Allottee shall be liable to pay interest, from the date of the amount becoming due till its actual payment to the Promoter. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until all allottees are made members of the Association of Apartment Holders.

REPRESENTATION AND WARRANTIES OF THE PROMOTER

62. The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has clear and marketable title with respect to the Project Land; as declared in the Report on Title annexed to this Agreement and has requisite rights to carry out development with respect to the Project Land; as declared in the Report on Title annexed to this Agreement and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (ii) The Promoter has lawful rights and requisite permissions from the MCGM and other concerned authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the redevelopment of the Project;
- (iii) There is no lien, mortgage, charge, lease or encumbrance of any nature whatsoever created upon the Project Land or the Project except those disclosed in the Report on Title;
- (iv) There are no litigations pending before any court of law with respect to the Project Land or Project except those disclosed in the Report on Title;

(v) All approvals, licenses and permits issued by MCGM, MHADA and other public authorities with respect to the Project, Project Land and the New Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits with respect to the Project, Project Land and the New Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, New Building and common areas;

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

(vii) The Promoter has 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 Project Land, including the Project and the Apartment and/or Car Parking Space which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment and the Car Parking Space to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the assignment deed of the Project Land and New Building to the Association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Common Areas and Facilities to the Association of the Allottees;

(x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order,

notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the Report on Title.

63. It is expressly informed by the Promoter to the Allottee and the Allottee is aware of the following:

- a. Amendment of the Mumbai Municipal Corporation Act, 1888, with effect from 14th August 2012, by insertion of clause 92(dddd), inter alia, providing for retrospective operation from 22nd June 1993;
- b. the policy of the M.C.G.M. pursuant to Resolution ICR No.130 dated 15th October 2008 and CR No.796 dated 11th November, 2008, relating to execution of fresh lease for 30(thirty) years with increased rent in cases of transfer or change of user or redevelopment, and the pending petitions as were filed by third parties in relation thereto;
- c. The Corporation Resolution No. 482 of 18th August, 2011 for not recovering Transfer premium on transfers to a co-operative housing society, since it is binding in law to convey the property and as any unearned income is not received in such a transfer;
- d. In pursuance of the issues of levy of premium / transfer fees /lease tenure / enhanced lease rent being sub-judice before the Hon'ble High Court in various Writ Petitions (including Writ Petition No. 1251 of 2014) filed by lessees / prospective assignees / associations, etc., the M.C.G.M. has adopted a policy of accepting registered undertakings and processing the applications relating to development, subject to the final outcome of the Court proceedings;
- e. The Allottee may/shall be liable to pay annual extra ground rent to said Corporation for the said Land under reference, if any. The lease deed shall be executed by the Association of the Apartment Holders within 3 (three) months from date of outcome of decision in the said W.P. No. 1251 of 2014 and others, as per the conditions that may be finalized as per final verdict of Hon'ble High Court or after issue of Final Occupation Certificate / Building Completion Certificate by Building Proposal Department, whichever is earlier. The Allottee may/shall be

liable to pay enhanced lease rent to MCGM which is subjudice in the Hon'ble High Court in W.P. No. 1251 of 2014 and others as per the final verdict of Hon'ble Court and modification in policy of MCGM in this regard will be binding on existing tenants/occupants / prospective buyers / Association of Apartment Holders of the New Building. These presents are without prejudice and subject to the rights and contentions of MCGM in various Writ Petition Nos. 353 of 2011, 724 of 2011, 725 of 2011 and 1251 before the Hon'ble High Court for tenure of lease, enhanced lease rent etc.;

- f. If there is refund of any monies/deposits/amounts in favour of the Allottee/ Association of Apartment Holders in terms of any order/judgement in matter pertaining to W.P. No. 1251 of 2014 or similar connected matters as per the final verdict of Hon'ble Court then in such an event the Allottee/ Association of Apartment Holders shall forthwith pay such amount to the Promoter 7 (seven) days from the date of such order/judgement being passed.

COVENANTS AND WARRANTIES OF THE ALLOTTEE

64. The Allottee with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- (i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the New Building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the New Building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) The usage of the Car Parking Space by the Allottee shall be in accordance with the rules and regulations framed and administered by the Promoter/ Association of Apartment Holders.
- (iii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building in which the Apartment

is situated or storing of which goods is objected to by the concerned authorities and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the New Building in which the Apartment is situated, including entrances of the New Building in which the Apartment is situated and in case any damage is caused to the New Building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

(iv) To carry out at his own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the New Building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned public authority/ies. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned public authority/ies.

(v) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the New Building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or Association of Apartment Holders. Further, the Allottee shall not at any time make or cause to be made any alteration of whatever nature to layout of the Apartment without submitting such plans for change in layout of the Apartment for approval and obtaining prior written permission of the Promoter. In case on account of any alterations being carried out by the

Allottee in the Apartment if any damage to the adjoining apartment or to the apartment situated below or above the Apartment (inclusive of leakage of water and damage to the drains) the Allottee shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages) including payment of compensation/penalty ordered to be paid under the applicable laws by the Promoter and indemnify and keep the Promoter indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Promoter on account of any complaint or claims being made by such adjoining flat owner or the purchaser of the flats above or below the Apartment.

- (vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the New Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the Project Land and the New Building in which the Apartment is situated.
- (viii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned authorities or giving water, electricity or any other service connection to the New Building in which the Apartment is situated.
- (ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned authorities on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (x) Not to use the Apartment for any purpose other than a private residence and shall use the Car Parking Space for parking his/her/its/ their own vehicle only. The Allottee shall not use the Apartment for conducting social club, recruitment agency or any other purposes. The Allottee shall park his/her/its/their vehicle only at the Car Parking Space and nowhere else.

- (xi) The Promoter has informed the Allottee that the New Building will be IGBC compliant and therefore, all other guidelines in view thereof, will be dully and fully adhered to and followed by the Allottee.
- (xii) The Allottee is aware that the New Building will be declared as non-smoking building and all the common areas thereof including entrance lobbies corridors and compound facilities gymnasium and all residential floors will be non-smoking areas. The Allottee undertakes and agrees to maintain the same after being handed over possession of the Apartment.
- (xiii) The Allottee shall install only 5 star non-CFC based air conditioners, refrigerator, water heaters/geysers etc., in the Apartment.
- (xiv) The Allottee shall not be entitled to let, sub-let, transfer, assign or part with the interest or benefit factor of this Agreement to any third party or part with the possession of the Apartment, until the entire Purchase Consideration herein and all other dues payable by the Allottee to the Promoter under this Agreement are fully paid and prior written NOC from the Promoter has been obtained by the Allottee.
- (xv) The Allottee shall observe and perform all the rules and regulations which the Association of Apartment Holders may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being and of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Holders regarding the occupancy and use of the Apartment in the New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xvi) Till all allottees become members of the Association of Apartment Holders, the Allottee shall permit the Promoter and their surveyors and

agents, with or without workmen and others, at all reasonable times, to enter into and upon the New Building or any part thereof to view and examine the state and condition thereof.

(xvii) Till all allottees become members of the Association of Apartment Holders, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof.

(xviii) To remove any obstruction or nuisance that may be caused by the Allottee in the Apartment/ New Building/ Project Land forthwith on being called upon to do so by the Promoter / Association of Apartment Holders and in the event the Allottee failing to remove the said obstruction/nuisance, it may be removed by the Promoter/ Association of Apartment Holders at the costs and consequences of the concerned Allottee.

(xix) To observe and perform all the terms and conditions and covenants to be observed and performed by the Allottee as set out in this Agreement (including in the recitals thereof).

(xx) The Allottee hereby gives an undertaking that he/she/they shall not do any act which would in the opinion of the Promoter or the Association of the Apartment Holders, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of New Building.

(xxi) The Allottee is aware that in the event that he/she/it/they obtain/s a loan from any bank or financial institution for payment of the Purchase Consideration (or part thereof) in respect of the Apartment and the Car Parking Space, the Allottee shall be solely responsible and liable to ensure that the payment, as and when due, is made by the bank or financial institution without any objection. Any delay or default in disbursement of such amounts, as and when due, shall constitute a delay in payment from the Allottee and will be treated as a breach of the terms of the understanding herein contained.

65. The Allottee represents and warrants to the Promoter as follows:

- i. The Allottee has the full legal capacity and authority to enter into this Agreement and to execute, deliver and perform this Agreement;
- ii. this Agreement is validly executed and constitutes the legal, valid and binding obligation of the Allottee, enforceable against the Allottee in accordance with its terms;
- iii. the Allottee agrees for no objection for the development of the neighbouring property with deficient open space in future;
- iv. the Allottee will not hold the MCGM liable for future mechanical parking system/ car lift(if any);
- v. the Allottee will not hold the MCGM liable for proposed inadequate sizes of the premises in the New Building if any;
- vi. the complaint will not be made to the MCGM in future for inadequate maneuvering space of car parking if any;
- vii. The Allottee is aware that various purchasers have chosen to purchase the various flats tenements premises unit(s) in the New Building with the assurance that the conduct of all users of the New Building shall be appropriate and in line with high standards of social behavior. Similarly, the Promoter has agreed to sell the Apartment to the Allottee on the pre- condition that the Allottee shall conduct himself/herself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchaser in the New Building and/or the Promoter or otherwise. Any Allottee who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement;
- viii. The Allottee undertakes to observe all other stipulations and rules which are provided herein in order to enable the New Building to be well maintained and enable all the other purchasers/members to enjoy the usage of these areas as originally designed.

NOT A GRANT

66. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Apartment or of the New Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment and Car Parking Space hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the New Building is transferred to the

Association of Apartment Holders and until the Project Land is transferred to the Association of Apartment Holders.

PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

67. After the Promoter executes this Agreement, he shall not mortgage or create a charge on the 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 and interest of the Allottee who has taken or agreed to take such Apartment.

BINDING EFFECT

68. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payment of the first installment the Purchase Consideration due within thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within fifteen days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

ENTIRE AGREEMENT

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

RIGHT TO AMEND

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

PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE

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

SEVERABILITY

72. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

73. Wherever in this Agreement it is stipulated that the Allottee has to make any contribution, payment, in common with other Allottee in Project, the same shall be in proportion to the RERA carpet area of the Apartment to the total RERA carpet area of all the apartments in the Project.

FURTHER ASSURANCES

74. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement

or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

PLACE OF EXECUTION

75. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

76. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

77. Any delay or indulgence by the Promoter/Allottee in enforcing the terms of this Agreement or any forbearance or giving time to the Promoter/Allottee shall not be considered as a waiver on the part of the Promoter/Allottee of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the remedies of the Promoter.

78. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email Id at their respective addresses specified below:

The Promoter:

[●]

Email Id: [●]

The Allottee:

[●]

Email Id: [●]

79. It shall be the duty of the Allottee and the Promoter 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 Promoter or the Allottee, as the case may be.

JOINT ALLOTTEES

80. That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

STAMP DUTY AND REGISTRATION

81. The charges towards Stamp Duty and Registration Fees including all out-of-pocket expenses for registration of this Agreement shall be borne by the Allottee.

DISPUTE RESOLUTION

82. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably within ninety days after commencement of discussions or such longer period as the parties agree to in writing, the same shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

GOVERNING LAW

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

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

THE FIRST SCHEDULE REFERRED TO ABOVE

(Description of the said Property)

All that piece and parcel of leasehold land bearing Plot No. 210C (*formerly bearing Plot Nos. 210C and 210E*) of Dadar Matunga Estate Scheme No. 5 and bearing Cadastral Survey No. 189B/10 (*formerly bearing Cadastral Survey Nos. 189B/10 and 189D/10*) of Matunga Division admeasuring 2090 square yards i.e. 1747.49 square metres or thereabouts together with building consisting of ground plus two upper floors known as "Narmada Niwas" assessed to municipal taxes under "F" (North) Ward Nos.7032(3) and 7032(3A) Street Nos. 750 B and 750 BA alongwith with garage thereon and second and another building consisting of two wings each of ground plus two upper floors each formerly known as "Kapil Ashram" and now known as "Kumud and Kalpana" assessed to municipal taxes under "F" (North) Ward Nos.7032(5) 52-54, 7032 (6) 54-A and 7032 (7) 52A and Street Nos. 750 D,750 E and 750 F alongwith with garage thereon presently situate at Dr. Babasaheb Ambedkar Road, Matunga, Mumbai - 400 019 within the limits of Greater Mumbai in the District and Registration Sub-District of Mumbai City.

THE SECOND SCHEDULE REFERRED TO ABOVE

(Description of the Common Areas and Facilities)

A. Description of the common areas provided:

Sr. No.	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/ area of the common areas provided

B. Facilities/ amenities provided/to be provided within the said Building including in the common area of the said Building:

Sr. No.	Type of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI

C. Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

Sr. No.	Type of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI

D. The size and the location of the facilities/ amenities in form of open spaces (RG/PG etc.) provided/ to be provided within the layout:

Sr. No.	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size of open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organisation.

E. Details and specifications of the lifts:

Sr. No.	Type of Lift (passenger/ser vice/stretcher/ goods/fire evacuation/ any other.	Total No. of lifts provided	Number of passengers or carrying capacity in weight (kg)	Speed (mtr/sec)

THE THIRD SCHEDULE REFERRED TO ABOVE

(Description of the Apartment and Car Parking Space)

Apartment No. [●] admeasuring [●] square feet RERA carpet area on the [●] floor of the building known as “[●]” being constructed on all that pieces and parcels of leasehold land bearing Plot No. 210C of Dadar Matunga Estate Scheme No. 5 and bearing Cadastral Survey No. 189B/10 of Matunga Division admeasuring 2090 square yards i.e. 1747.49 square metres or thereabouts alongwith [●] covered car parking space(s) in the Automated Car Parking Tower bearing No. [●] admeasuring

[•] sq. mtrs., equivalent to [•] sq. ft. having [•] ft. length x [•] ft. breath x [•] ft. vertical clearance.

THE FOURTH SCHEDULE REFERRED TO ABOVE

(List of Amenities to be provided in the Apartment)

[•]

SIGNED AND DELIVERED by the)

Withinnamed Promoter)

PRINCECARE AMARAA LLP)

By the hand of its Partner/Authorized Signatory)

[•])

In the presence of)

1))

2))

SIGNED AND DELIVERED by the)

Withinnamed Allottee)

[•])

In the presence of)

1))

2))

Housiey.com

PRINCECARE AMARAA LLP

...THE PROMOTER

AND

[●]

...THE ALLOTTEE

AGREEMENT FOR SALE

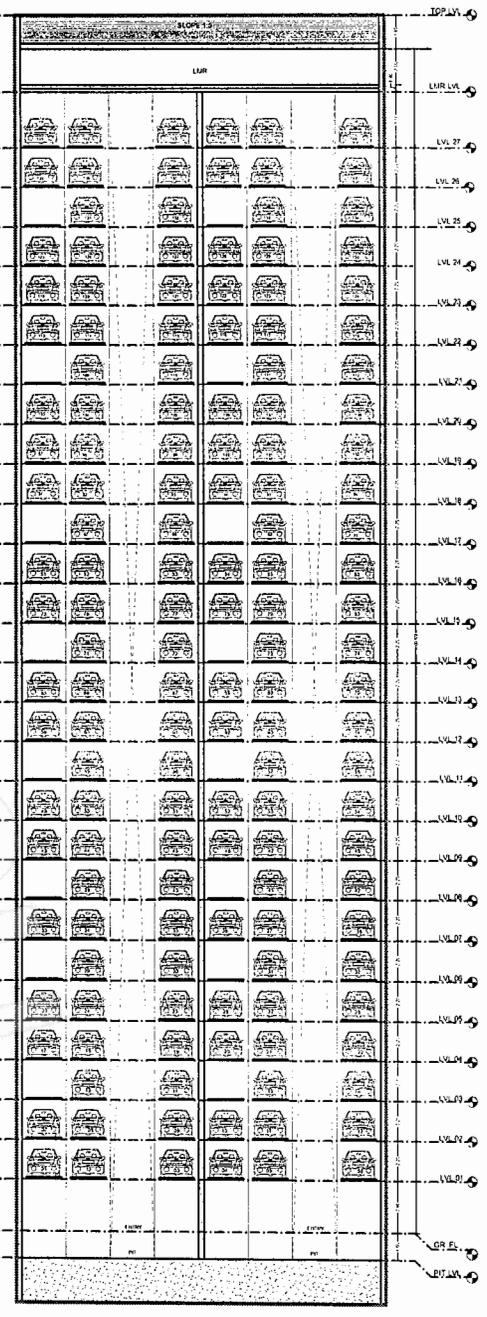
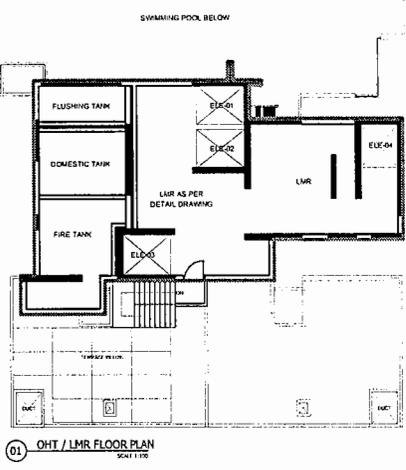
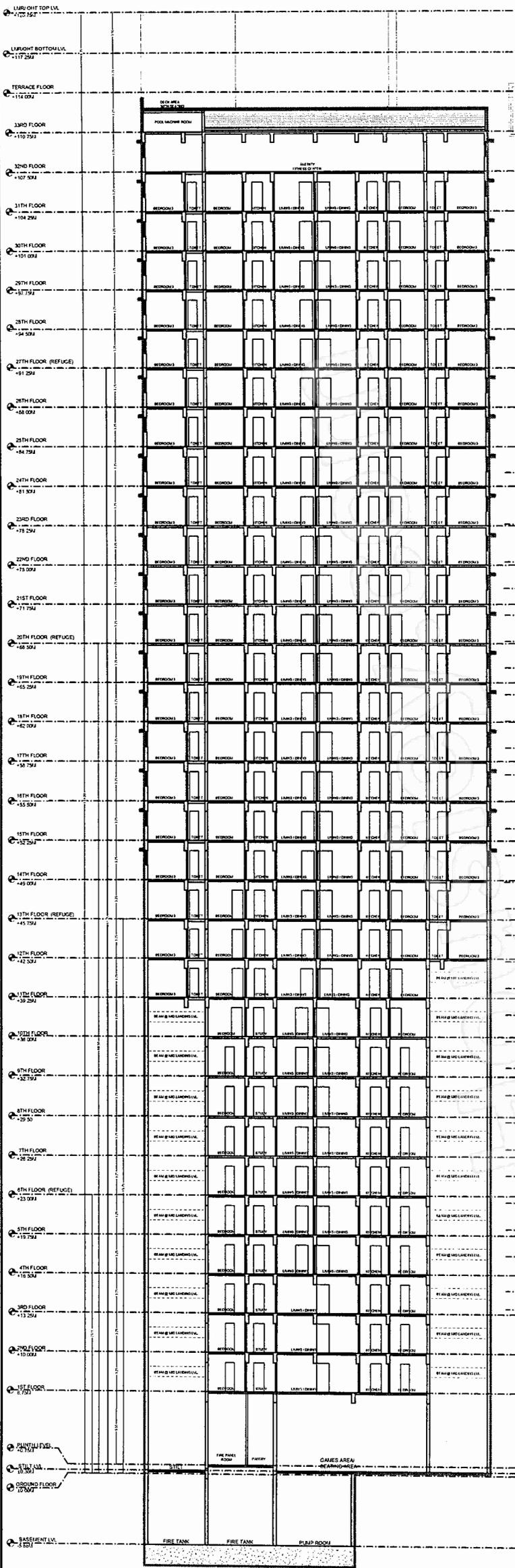
Dated **[●]** day of **[●]**, 20**[●]**

Housiey.com

Messrs Kanga and Company,

Advocates and Solicitors

SUB. - ENL. 187.00%	ASST. - ENL. 187.00%	REV. - ENL. 187.00%
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01 SECTION B-B'
SCALE 1:100

01		SECTION B-B'		SCALE 1:100	
<p>NOTE</p> <p>1. WORKS OF THE PROJECT ARE TO BE COMPLETED WITHIN THE PERIOD OF 180 DAYS FROM THE DATE OF COMMENCEMENT OF WORK.</p> <p>2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.</p> <p>3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.</p> <p>4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SERVICES UNDERGROUND AND ABOVEGROUND.</p> <p>5. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.</p>					
<p>CONTENT OF SHEET</p> <p>SECTION B-B' THROUGH LEVEL PLANS DETAILS (1:100)</p>					
<p>DESCRIPTION OF PROPOSAL AND PROPERTY</p> <p>Redevelopment of residential property (existing No. 2/F & 3/F) at 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 191, 193, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417, 419, 421, 423, 425, 427, 429, 431, 433, 435, 437, 439, 441, 443, 445, 447, 449, 451, 453, 455, 457, 459, 461, 463, 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