

AGREEMENT TO SALE

THIS AGREEMENT is made and entered into at Mumbai on this ____
day of _____ 2018

BETWEEN

M/s. Concrete Builders, a proprietary concern of Mr. Suresh Wadhwa, having its registered office at 429, Arenja Corner, Sector 17, Vashi, Navi Mumbai and hereinafter called as "**the Promoters/ Developers**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, assigns and nominees) of the **ONE PART**.

AND

Mr./Mrs./Ms./M/s. ____ (**PAN:___**) Indian Inhabitant, Residing at _____ hereinafter referred to as "**THE ALLOTTE(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include in case of [1] individual his / her / their respective heirs, executors, administrators, [2] in case of the partnership firm; the partners or partner constituting the said firm for the time being,

the survivor or survivors of them, the heirs executors and administrators of the last surviving partner, its / his / her / their assigns, [3] in case of a Trust; the Trustees or Trustee constituting the said Trust for the time being, the survivors or survivor of them and the heirs, executors and administrators of the last surviving Trustee and [4] in case of the limited company its successors and permitted assigns) of the **OTHER PART**;

WHEREAS %

- a The land on C.T.S. No. 328 of Village Deonar, Behind Lakme Company, Govandi Station Road, Govandi, Mumbai – 400 088., admeasuring **3916 sq. meters** or thereabouts more particularly described in the Schedule herein below written and hereinafter referred to as “**the said Property**” or “**said Land**” for brevity sake.
- b. The said Plot of land was occupied by various slum dwellers and they have formed themselves into a Society in the name of Morya S.R.A. Co-operative Housing Society Limited registered under the Maharashtra Co-operative Housing Societies Act 1960, bearing Registration No. MUM/ SRA/ HSG/ (T C)/ 11660/ 2009 dated 30th September, 2009 hereinafter referred to as “**the Society**”.
- c. The Society and/or its members were seized and well possessed of the structures standing thereon on the property bearing C.T.S. No. 328 of Village Deonar, Behind Lakme Company, Govandi Station Road, Govandi, Mumbai – 400 088, admeasuring **3916 sq. mtrs.** or thereabouts in the Registration District of Mumbai Suburban District and also more particularly described in the **First Schedule** hereunder written (hereinafter called as “**the said property**”). The property card of the above land is annexed herewith as **Annexure “A”**
- d. The said property is owned by State Govt. of Maharashtra and the said property is censused slum/ notified slum / deemed slum defined under the provisions of Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 and D.C. Regulation of Greater Mumbai, 1991.
- e. The said Property is a declared slum as contemplated under the Maharashtra Slum Areas (Improvement, Clearance and

Redevelopment) Act, 1971, and the rules, regulations, notifications and circulars issued and/or framed thereunder from time to time (hereinafter collectively referred to as "**the Slum Act**"), and Regulation 33 (10) read with Appendix IV (hereinafter collectively referred to as "**Regulation 33(10)**") of the Development Control Regulations for Greater Mumbai, 1991 ("**DC Regulations**") as amended up to date.

- f. The Society and the Members were desirous of redeveloping the said Property under the provisions of Regulation 33(10) of the DC Regulations read with the Slum Act and other applicable provisions ("**the Scheme**"), *inter-alia*, to rehabilitate the slum dwellers who have occupied various structures on the said Land prior to 1st January, 2000 or comply with the norms/ terms laid down in the Government Resolution dated 22nd July, 2014 bearing No. SRP/1001/C No.125/14/SRI-1 issued by Housing Department of Maharashtra State Government, as may be applicable.
- g. Therefore, the said Eligible Slum Dwellers have decided to come together for the purpose of Redevelopment of said land and form themselves into a Co-operative Housing Society and have approached the Earlier Developers M/s. Morya Homes, through the Society, herein, to assume the responsibility of the development of the said Property at the cost, charges and expenses of the Developers.
- h. The Society had appointed one **M/s. Morya Homes, as Developer (hereinafter called the Earlier Developers)** and pursuant to the same the LOI was issued by Slum Rehabilitation Authority on **11/09/2008** sanctioning the Slum Rehabilitation scheme for the said Society. However, on the application of society due to delay in implementation of scheme by the earlier developer, the Slum Rehabilitation Authority terminated the appointment of M/s. Morya Homes as developers, after conducting hearing for termination as prescribed under Section 13(2) of Slum Act. The Slum Rehabilitation Authority has passed an order for termination on 24/11/2016. The said order dated 24/11/2016 is annexed hereto as **Annexure "B"**.
- i. Thereafter the Joint Registrar, Co-operative Department, SRA had appointed Mr. Sunil Shinde as Administrator of the Society vide his

order dated 5/12/2016 for the reason mentioned therein. The order dated 5/12/2016 of Joint Registrar Co-operative Department SRA is annexed herewith as **Annexure "C"**.

- j. The administrator of the Society as per the orders and direction of Slum Rehabilitation Authority order dated 24/11/2016, called the General Body Meeting of the Society for appointment of new Promoter/ Developer of their choice for further implementation of the Scheme on 25/12/2016. Pursuant to the Society meeting held on 25/12/2016, the Society and its members have by majority decided to appoint **Mr. Suresh G. Wadhwa Proprietor of M/s. Concrete Builders** as their new Promoter/ Developer to implement the Scheme on the said Property or any part thereof or as an independent scheme or an amalgamated scheme with the scheme of any other society in such manner as the Promoter/ Developer deems fit by implementation of a Slum Rehabilitation Scheme thereon under Regulation 33(10) read with Appendix IV of the DC Regulations read with the Slum Act or any other incentive scheme of DC Regulations 1991 ("**the Scheme**"), by constructing one or more Rehabilitation Building or buildings which may include a multistoried/high rise building or a composite rehabilitation building. The said Society's resolution dated 25/12/2016 is annexed hereto as **Annexure "D"**
- k. Thereafter the Joint Registrar Co-operative Societies (E/W), Slum Rehabilitation Authority vide order dated 13.02.2017 authorised and directed the Administrator to execute, to enter upon all documents, Agreements on behalf of Morya SRA CHS with M/s. Concrete Builders the proprietary concern of Mr. Suresh G. Wadhwa as necessary for implementation of SR Scheme and as per the Subject No.3 of resolution passed by the society on 25.12.2016, and in view of this the Administrator Mr. Sunil Shinde has executed the Development Agreement and Power of Attorney both dated 17/03/2017, on behalf of the society in favour of M/s. Concrete Builders.
- l. The Slum Rehabilitation Authority has also recognized M/s. Concrete Builders as lawful Promoter/ Developers appointed by the society-Morya SRA CHS for implementation of SR Scheme on the subject property and issued Annexure-III on 01.03.2017.

- m. The Earlier Developers preferred an appeal against its termination order dated 24/11/2016 passed by Slum Rehabilitation Authority before the High Power Committee, Government of Maharashtra. The High Power Committee, Government of Maharashtra passed an order dated 27/04/2017 and dismissed the appeal of Earlier Developers M/s. Morya Homes and has upheld the order of the Slum Rehabilitation Authority dated 24/11/2016. The order of High Power Committee dated 27/4/2017 is annexed hereto as **Annexure "E"**. **Thereafter** the Earlier Developers have filed Writ Petition No. 2189/2017 challenging the order of Slum Rehabilitation Authority dated 24/11/2016 and the order of High Power Committee dated 27/04/2017 in the Bombay High Court which is still pending and no interim relief is given to the petitioner. The Hon'ble High Court has not passed any order restraining the developer from developing the present project or from creating third party rights in respect of the apartments/shops which are under construction.
- n. The Slum Rehabilitation Authority has issued - Letter of Intent (LOI) dated 30th May 2017 in the name of M/s. Concrete Builders vide letter No. **SRA/ ENG/ 1599/ ME/ STGL/ LOI** and copy of the same is annexed hereto as **Annexure "F"**. The Promoter/ Developers have also received the Intimation of Approvals dated 9th June, 2017 vide No. **SRA/ ENG/ 1599/ ME/ STGL/ LOI** and copy of the same is annexed hereto as **Annexure "G"**. The Promoter/ Developers M/s Concrete Builders had also received the commencement certificate for the Composite Rehab Building A, Sale Building B from the authorities bearing No. **SRA/ ENG/ 2275/ ME/ STGL/ AP dated 31.10.2017** annexed hereto as **Annexure "H"**.
- o. The Promoter/Developers have constructed a composite rehabilitation building "A" consisting Ground + 22 upper floors on the said property as per the plans, designs, specifications approved by the competent authorities for the members of the Morya SRA Co-op. Housing Society Ltd. The EE-III/SRA has also issued the occupation certificate vide no. SRA/ENG/2275/ME/STGL/AP dated 6th July, 2018 for the said Rehab building "A".
- p. The Promoters/Developers have proposed to construct a composite Free Sale Building "B" consisting of stilt + 22 upper floors and a Commercial Building consisting stilt + Upper Floors along with

mechanical car parkings on the Property as per the plans, designs, specifications approved by the competent authorities and as would be by competent authorities from time to time so as to enable the Promoter to consume and utilise the full building potential of the Property and for which the approved plans and the proposed plans have been seen and accepted by the Purchaser, with such variations and modifications as the Promoter may consider necessary and as provided in this Agreement or as may be required by the concerned local authority/the Government to be made in them or any of them. The freesale buildings being constructed on the Property shall be called as "Sai Samast".

- q. For the purposes of provisions of the Real Estate (Regulation and Development) Act, 2016 "Act" and the rules ("Rules") made thereunder with the Real Estate Regulatory Authority ("RERA Authority") the construction of the Residential and Commercial Building shall be deemed as a single phase and registered as a "Project" under the provisions of the Act.
- r. The Architects for the above Project shall be **M/s. Mhatre & Associates**, having their office at 1/161, Sai Kripa, Road No. 10, Near U.I.C.T., Wadala (W), Mumbai 400031.
- s. The Design Architects for the above Project shall be **M/s. KuwalSanam Architekts**, having their office at **305**, Mahavir Industrial Estate, Paper Box Lane, Andheri (E), Mumbai 400043.
- t. The Promoter/ Developers have appointed a contractor **M/s. Conspel Construction Private Ltd.**, having its office at 202, Rupa Plaza, Jawahar Road, Ghatkopar (E), Mumbai 400077.
- u. The Promoter/ Developers have appointed a Structural Engineer "**Associated Consultants**" having address A-801, Sai Tirth, Siddarth Nagar, Kopri, Thane (E). for the preparation of the structural design and drawings of the building.
- v. In the above circumstances, the Promoter/ Developers herein are entitled to develop the said property by constructing a Building/s as per the building plans sanctioned by the concerned authority.
- w. The PROMOTER/ DEVELOPERS have informed the Allottee(s) and the Allottee(s) is/are aware that the PROMOTER/ DEVELOPERS will

develop the said property by constructing Building/s to be used for Residential & Commercial purpose and as per the sanctioned plans, with such modifications thereto as the PROMOTER/ DEVELOPERS may from time to time determine and as are and/or may be hereafter approved by the concerned local bodies and/or authorities. The Schedule of the said development will also be determined by the PROMOTER/ DEVELOPERS.

- x. The PROMOTER/ DEVELOPERS have complied with all the terms and conditions of the LOI and have commenced with the construction on the said property in accordance with the sanctioned plans and /or in accordance with the revised sanctioned plans or such further revised plans if any that may be applied and sanctioned by the concern authority by permitting construction on the said property and the PROMOTER/ DEVELOPERS are desirous of selling premises in the said proposed Building/ Project which is intended to be named as "**SAI-SAMAST**" or such name as the PROMOTER/ DEVELOPERS may decide. A Layout Plan of the said property is annexed hereto and marked as **Annexure "I"**.
- y. The Title Certificate issued by **Advocate Milind Balkrishna Nar** Advocate High Court has been seen and inspected by the Allottee(s) and a copy of Title Certificate has been annexed hereto and marked as "**Annexure "J"**".
- z. The Allottee(s) demanded from the PROMOTER/ DEVELOPERS and The PROMOTER/ DEVELOPERS have given inspection of the authenticated documents mentioned below to the Allottee(s)
- (1) Property Card standing in the name of State Government of Maharashtra.
 - (2) Termination order dated 24/11/2016 of Slum Rehabilitation Authority terminating the development right of Earlier Developers.
 - (3) Order dated 05/12/2016 by Joint Registrar Co-operative Society (E/W) suburban Slum Rehabilitation Authority appointing Mr. Sunil Shinde as an Administrator on the Morya SRA Co-operative Housing Society Ltd.

- (4) Society's General Body Resolution dated 25/12/2016, appointing M/s. Concrete Builders as Promoter/ Developer.
 - (5) Joint Registrar Co-operative Society (E/W) suburban Slum Rehabilitation Authority order dated 13/02/2017, authorizing and directing the Administrator to execute all documents and Agreements on behalf of the Morya – SRA CHS with M/s Concrete Builders the proprietor concern of Mr. Suresh G. Wadhwa.
 - (6) Development Agreement and Power of Attorney dated 17/03/2017 executed between Morya SRA Co-operative Housing Society and M/s. Concrete Builders.
 - (7) Order dated 27/04/2017 of High Power Committee Government of Maharashtra dismissing the appeal of Earlier Developer against the order dated 24/11/2016 passed by the SRA.
 - (8) Letter of Intend **dated 30th May 2017 vide letter No. SRA/ ENG/ 1599/ ME/ STGL/ LOI** in the name of M/s. Concrete Builders.
 - (9) Intimation of Approvals on dated 9th June, 2017 vide **No. SRA/ ENG/ 1599/ ME/ STGL/ LOI.**
 - (10) Block Plan / layout plan depicting the location of the said Property
 - (11) Title Certificate of **Advocate Milind Balkrishna Nar** Advocate High Court dated **26th June, 2017.**
 - (12) Commencement Certificate bearing ref no **SRA/ ENG/ 2275/ ME/ STGL/ AP dated 31.10.2017** issued by Slum Rehabilitation Authority endorsed from time to time.
 - (13) Floor Plan depicting the Flat/commercial premises/Commercial premises agreed to be purchased by the Allottee(s)
- w. The Allottee(s) has/ have, before the execution hereof, caused to be independently conducted due diligence and verified the

Title Report in respect of the title of the PROMOTER/ DEVELOPERS to the said Property. The Allottee(s) hereby accept title of the PROMOTER/ DEVELOPERS to the said Property as clear and marketable;

- x. The Allottee(s) is/are also aware of the fact that the PROMOTER/ DEVELOPERS are selling to the various other prospective buyers the Residential/Commercial premises to be comprised in the said proposed Building called “**SAI-SAMAST**” and the premises agreed to be acquired herein by the Allottee(s) is hereinafter referred to as “**the said unit**”).
- y. Based on the plans and supporting documents and on satisfying himself / herself / themselves about the plans and other terms and conditions including the Title and what is provided herein, the Allottee(s) has evinced interest in acquiring the allotment for **Flat/commercial premises/Commercial Premises bearing No. _____ on _____ Floor admeasuring about _____ Square meters of carpet area** in the Project / Buildings known as “**SAI-SAMAST**” to be constructed on the said property at C.T.S. No. 328 of Village Deonar, Behind Lake Company, Govandi Station Road, Govandi, Mumbai – 400 088 [identified by Red colour boundary lines on the floor plan hereto annexed and marked as **Annexure “K”** and more particularly described in the **Second Schedule** hereunder written and hereinafter referred to as ‘**the said Unit**’] for a total lumpsum consideration of **Rs. _____/- (Rupees _____ Only)**. The Carpet Area is calculated as per the provisions of Real Estate Regulation Act 2017. The said consideration does not include the taxes, and other statutory payments which are agreed to be paid separately by Allottee (s). The Allottee(s) is/are aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the Allottee (s) and the present and estimated future reduction in construction material costs.

z. The Promoter/ Developers have represented to the Allottee(s) as under:

a. Vide sanction letter dated 3rd August, 2017 issued by Piramal Finance Ltd., the Promoters have obtained an approval for term loan of Rs. 45.00 crores. The Promoters have mortgaged the land/ constructed area with Piramal Finance Ltd., and had executed a Mortgage Deed and shall obtain disbursement of the loan upto an amount of Rs. 45.00 crores. Vide Terms of approval letter dated 9th August, 2017, the Piramal Finance Ltd., had approved a further project loan of Rs. 55.00 crores. If the promoters desire to avail the project loan facility, a mortgage Deed will be executed wherein a pari passu charge would be created with the earlier mortgage of Rs. 45.00 crores. The Allottee(s) has perused the said loan sanction letter dated 3rd August, 2017 and terms of approval letter dated 9th August, 2017, issued by Piramal Finance Ltd., and all the relevant mortgage documents. The PROMOTERS have also informed that they are in negotiations with other financial institutions for takeover of the said loan facility with/without any increase in the loan sanction amount, for a lower rate of interest. The Allottee(s) hereby consents to such mortgage with Piramal Finance Ltd. or such other financial institutions the PROMOTERS may negotiate with.

b. The Common amenities as specified in **Third Schedule** attached herewith are to be shared among all the Allottee(s) of the building in the said entire project.

c. A 13.40 Meters D.P. Road is passing through CTS No. 328 admeasuring about 1178.26 Sq. Meters out of total area of plot of 3916 Sq. Meters land from CTS No. 328. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 8807.98 **square meters** only and Promoter has planned to utilize Floor Space Index of 3761.05 **square meters** by availing of balance FSI/ TDR or Fungible 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 Promoter has disclosed the Floor Space Index of 12569.03 **square meters** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

- aa. The Promoter/ Developers have registered the said project "Sai-Samast" consisting of Residential & Commercial Buildings under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority under Registration No _____. A copy of the certificate of registration is appended hereto as '**Annexure "L"**'.
- ab. The allottee(s) is/are aware that the marketing collaterals provided by the Promoters/ Developers to the allottee in respect of the project contained material/ pictorial depictions in the nature of artist's impressions and the same would differ on actual basis. The Allottee undertake not to raise any objection with respect to any difference in the project from such marketing collaterals.
- ac The Allottee(s) has offered to pay to the Promoter/ Developers a sum of Rs. _____/- for the transfer of said unit in the name of Allottee(s) which the Promoter/ Developers have accepted upon such terms and conditions as contained in this agreement. The Allottee(s) has/have paid a sum of Rs_____/- (Rupees_____ only) as an earnest money or deposit on execution of these presents (the payment and receipt whereof the Promoter/ Developers do hereby admit and acknowledge and from the same and every part thereof

acquit, release and discharge the Allottee(s) forever). The Allottee(s) has negotiated with the Promoter/ Developers the consideration herein above by offering to pay to the Promoter/ Developers the balance consideration in the manner as mentioned in "**Annexure "M"**" attached herewith, which has been accepted by the Promoter/ Developer is payment schedule annexed hereto as **Annexure "M"**

ad. Under the foregoing circumstances, the parties hereto have executed these presents.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PROJECT:

1.1 The Promoter/ Developers shall under normal conditions develop the said project in accordance with the plans, designs, specifications finally approved by the competent authority with only such variations as may be required to utilize the total FSI and as approved by the competent authority or the Government.

1.2 If required, the Promoter/ Developers shall carry out minor modifications as may be deemed fit. The Promoter/ Developers shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or otherwise. In all other cases the Promoter/ Developers shall seek prior consent of the Allottee(s), if such addition / alteration is adversely affecting the unit allotted to the Allottee(s).

1.3 The Promoter/ Developer shall construct the residential building on the said property consisting **Ground + 22 Upper Floors** and Commercial Building consisting of **Ground + _ Upper Floors** as shown in the approved plans (hereinafter referred to as the **`Composite Sale Building 'B' and Commercial Building respectively**) collectively to be known as "Sai-Samast". The habitable floors from **1st floor to 22 floor in the Residential Building** shall consist of residential flat/commercial premises, the

commercial building consisting of Ground + Upper Floors. The Promoter/ Developer shall provide _____ **Stilt** Parking Spaces and _____ **Mechanical** Parking Spaces in the said Sale buildings. The said Sale Buildings will be constructed in accordance with the Layout Plans, Building Plans and designs approved by the concerned local authority and sanctioned by the **Slum Rehabilitation Authority** with only such modifications as the Promoter/ Developer may consider necessary or as may be required by the **Slum Rehabilitation Authority** or such concerned local authority and the specifications drawn by the Promoter/ Developer which has been seen and approved by the Allottee(s) with the amendments variations and modifications thereto that may be made by the Promoter/ Developer from time to time. The Promoter/ Developer will always be entitled to make such variations and modifications to such sanctioned building plans as he may deem fit or as may be required by the concerned local authority. Provided that the Promoter/ Developer shall have to opt in prior consent in writing of the Allottee(s) in respect of variations or modifications which may adversely affect the Apartment of the Allottee(s). The Promoter shall be entitled to use and load additional F.S.I. which may be available to the promoter by raising upper floors and the Allottee hereby consents for such height rise and addition of floors.

2. **DESCRIPTION OF UNIT:**

- 2.1 The Allottee(s) hereby agrees to purchase from Promoter/ Developer and Promoter/ Developer hereby agree to sell to Allottee(s) 'Flat/commercial premises No./Commercial Premises No._____on _____ floor admeasuring about _____ sq.mtrs of carpet area (the "**said unit**"). A copy of Floor Plan is appended as "**Annexure "K"**" and the said unit is marked in red colour in the floor plan.
- 2.2 The fixtures, fittings and amenities to be provided by Promoter/ Developer in the said unit are those that are set out in "**Fourth Schedule**". The Promoter/ Developer shall not be obliged to

accept or accede to any request from Allottee(s) for making any changes in the amenities to be provided by Promoter/ Developer.

3. CONSIDERATION:

3.1 It is mutually agreed by and between the parties that consideration for sale of said unit shall be Rs. _____/- (Rupees _____ only) **(the "said consideration")**. The said consideration does not include the taxes, and other statutory payments which are to be paid separately by Allottee(s). The Allottee(s) is/are aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the Allottee(s) and the present and estimated future reduction in construction material costs.

3.2 The Allottee(s) has negotiated the consideration herein above by offering to pay to the Promoter/ Developer consideration in the manner as set out in **Annexure "M"** attached herewith, which has been accepted by the Promoter/ Developer:

3.3 Allottee(s) hereby agrees to pay the escalation on said consideration on following grounds:

- i. Any increase on account of development charges payable to the competent authority
- ii. Any other increase in charges which may be levied or imposed by the competent authority from time to time.
- iii. Additional cost/charges imposed by the competent authorities.
- iv. The Promoter/ Developer may charge the Allottee(s) separately for any upgradation/ changes specifically requested by the Allottee(s) in fittings, fixtures and specifications and any other facility.
- v. Additional taxes levied by the Government.

4. ADDITIONAL CHARGES:

- 4.1 The Allottee(s) shall on or before delivery of possession of the said unit, pay to the Promoter/ Developer further total amount of Rs. _____/- on account of Legal and Documentation services charges, expenses towards water, electric and other utility and services connection charges.

5. MODE OF PAYMENT

- 5.1 All payment shall be made by Allottee(s) by drawing cheque/ DD in the name of

“CONCRETE BUILDERS A/C SAI SAMAST A/c No
“ _____” in _____ **Bank**, _____ branch payable at **Mumbai** or such other account as Promoter/ Developer may intimate subsequently to the Allottee(s). Allottee(s) shall separately pay other statutory dues which may be levied from time to time.

- 5.2 Allottee(s) shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter/ Developer within seven (07) days of such deduction is made. Provided that the receipt for the payment made shall be issued by Promoter/ Developer only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter/ Developer or in the account as Promoter/ Developer subsequently intimated to the Allottee(s) and the TDS certificate is received by Promoter/ Developer from Allottee(s).

- 5.3 The Allottee(s) has made a payment of Rs. _____/- (Rupees in words only) towards booking of the said unit which has been adjusted against the consideration as mentioned hereinabove. In addition the Allottee(s) has further paid Rs. _____ (Rupees in words only) upon execution of this Agreement.

- 5.4 Allottee(s) shall also pay GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of **“CONCRETE BUILDERS A/C SAI-SAMAST”**.

- 5.5 The Alootee(s) hereby further undertake, agree and declare to pay any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levied, local body tax (LBT), GST or any other

direct or indirect tax by whatsoever nature name called or any other charges or duty etc levied by state and or central Government and/or any concern local authority and or any other competent authority (levied prospectively or retrospectively together with interest and/or penalty levied thereupon as and when demanded by the Promoters/ Developers.

6. PAYMENT OF STATUTORY DUES AND TAXES:

6.1 In addition to the consideration of said unit as above, the Allottee(s) shall pay to Promoter/ Developers any statutory taxes (as made applicable from time to time) like GST, Electricity Deposit, water connection charges or any other charges, levy, tax, if any, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee(s) at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter, then the Allottee(s) shall make over such payment to Promoter/ Developers within Ten (10) days of notice of demand from Promoter/ Developers.

6.1.1 The Promoter/ Developers will not be liable to refund any amount paid by the Allottee(s) towards TDS, LBT, GST and/ or any other tax, interest, penalty, compensation, damages, costs or otherwise levied by the State and/or Central Government and/or Corporation and/or concern local authority and/or any other competent authority on the total consideration and/or other amount specified herein. The said amounts shall be accepted by the Allottee(s) in full satisfaction of all his/ her/ their/ its claim(s) under this Agreement and/or to the flat/commercial premises.

6.2 The valuation report charges and other out of pocket expenses on this transaction shall be borne by the Allottee(s). Further, the Allottee(s) shall take immediate steps to get this Agreement registered under the Registration Act, 1908 by making payment of stamp duty, legal charges and registration charges. The Promoter/ Developers undertake to make themselves available through authorized representative for purpose of registration at fifteen (15)

working days notice from Allottee(s). The Promoter/ Developers shall not be liable under any law for any delay, laches and / or negligence shown by the Allottee(s) in presenting this agreement for registration before the competent authority. The Allottee(s) indemnifies the Promoter/ Developers against any claim, action, judgment, cost, expenses and penalties that may arise on Promoter/ Developers due to inaction or non compliance of obligation under this Agreement or under any other law.

- 6.3** The Allottee(s) indemnify and keep indemnified the Promoter/ Developers against any payment to be made to the concerned department on account of GST or any other tax whether in present or in future.

7 NOTICE OF DEMAND

- 7.1 Upon the installment of consideration and other charges becoming due, Promoter/ Developers shall issue a notice of demand giving at least fifteen (15) working days time from date of notice to Allottee(s) for making the payment. The said notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.
- 7.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/ Courier at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from Promoter/ Developers. Thereafter Allottee(s) shall be barred from claiming non receipt of the notice of demand.
- 7.3 Timely payment of all the above installments/amount on their respective due dates and any other sum payable under this agreement by the Allottee(s) is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Allottee(s) by Promoter/ Developers only upon receipt of all payments mentioned in this agreement.

8. DEFAULT BY ALLOTTEE(S):

- 8.1** Following shall deemed to be a default on the part of Allottee(s):
- a. Default in making timely payment of sums due as mentioned in this agreement.
 - b. Creating nuisance on the site resulting in danger/damage to the said project, said land, threat to life.
 - c. Delay in accepting the possession of the unit within a period of two (2) months of intimation to take possession by Promoter/ Developers.
 - d. Refusing/ delay in taking membership of said society.
 - e. Breach of any terms and conditions of this agreement.
 - f. Breach of any law or provisions thereto.
 - g. Obtain forceful occupancy/ possession of said unit before obtaining of occupation certificate by competent authority.

- 8.2** The Allottee(s) shall not be in default if he corrects/ remedies such breach within fifteen (15) days of notice from the Promoter/ Developers to the Allottee(s) as per clause 9.2.

9. TERMINATION OF AGREEMENT:

- 9.1** On the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoter/ Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee(s) agrees to pay to the Promoter/ Developers interest at the rates prescribed under the RERA Rules on all the amounts which become due and payable by the Allottee(s) to the Promoter/ Developers under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter/ Developers till date of actual realization of payment. However such entitlement of interest shall not be deemed to be a waiver of Promoter/ Developers right to terminate this agreement as per the provisions of this agreement.

- 9.2 Without prejudice to the right of the Promoter/ Developers to charge interest in terms of sub clause 9.1 above, on the Allottee(s) committing default as per clause 8.1 above and on the Allottee(s) committing continuous three default even after notice of termination, the Promoter/ Developers shall at its own discretion, may terminate this Agreement.

Provided that, Promoter/ Developers shall give another notice of fifteen (15) days in writing to the Allottee(s), by registered post AD/speed post/courier at the address provided by the Allottee(s) of his 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(s) fails to rectify the breach or breaches mentioned by the Promoter/ Developers within the period of notice then at the end of such notice period, Promoter/ Developers may terminate this agreement unilaterally.

- 9.3 Upon termination of this agreement as aforesaid, the Promoter/ Developers shall refund to the Allottee(s) the payments made by him till that date (subject to adjustment of 15% of payments received till that date or Rs.3,00,000/- whichever is higher as liquidated damages and service charge) such refund shall be issued within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottee(s) from the membership of the society as per clause 9.4.

Provided that incase the Allottee has availed any Loan facility or has mortgaged the said unit to any financial institutes/ NBFC/ Banks and received the disbursement from said financial institutes/ NBFC/ Banks towards above flat/commercial premises, in that case the amount received from the said financial institutes/ NBFC/ Banks shall be refunded directly to the Financial Institutions/ NBFC/ Banks and balance amount will be paid to Allottee.

- 9.4 The Promoter/ Developers shall also move for expulsion of the Allottee(s) from the membership of the society as per by laws of the society, and submit a copy of termination notice to such society. No separate consent of Allottee(s) will be required for such expulsion.

- 9.5 Upon termination of this Agreement the Promoter/ Developers, shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoter/ Developers may in his absolute discretion think fit.

Provided that in the event of default as above the Allottee(s) shall not raise any objection to termination made by the Promoter/ Developers and that Promoter/ Developers is authorized to unilaterally register the cancellation deed with the registrar *suo-moto* without any recourse to the Allottee(s).

- 9.6 The Promoter/ Developers are not liable to refund the taxes and other statutory charges collected from the Allottee(s) till the date of termination of the agreement.
- 9.7 The Promoter/ Developers may at their own option also approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

10. DECLARATION BY THE PROMOTER/ DEVELOPERS

Promoter/ Developers hereby declare as follows:

- 10.1 Promoter/ Developers hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottee(s), apply to the concerned local authority for occupation and completion certificate in respect of the unit and obtain the said certificate as per the provisions of law.
- 10.2 The Promoter/ Developers will not be liable for any delay caused by 'Electricity provider's defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Allottee(s) hereby indemnifies the Promoter/ Developers from any claims made for delay on the above count.
- 10.3 The Promoter/ Developers would be entitled to put up sign boards, signage's, neon sign boards displaying its name in any part of the

project like terrace, common area and garden etc. The said board would be maintained by the Promoter/ Developers at its own cost till the land is conveyed to the society of Allottee(s). The said board would not contain any information which is false or misleading. The Allottee(s) shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

- 10.4 The carpet area of the said Unit which is proposed to be constructed in the said building is approximate _____ **sq. mts.**, however the actual carpet area of the unit may vary up to 3% due to design and construction exigencies and therefore, the Promoter/ Developers shall confirm the final carpet area of the Unit that has been allotted to the Allottee(s) after the construction of the said building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three) percent. In the event of there being difference of more than 3% between the actual carpet area of the said Unit from the carpet area as mentioned herein at the time of the offering the possession of the said Unit, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottee(s) agrees to pay the differential amounts, if the area is increased beyond 3% within forty five (45) days of such demand being made by the Promoter/ Developers. If there is any reduction in the carpet area within the defined limit then Promoter/ Developers shall refund the excess money (without any interest) paid by Allottee(s) within forty-five days from such demand being made by the Allottee(s). If there is any increase in the carpet area of the said unit allotted to Allottee(s), the Promoter/ Developers shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottee(s) shall pay such additional amounts within a period of forty five (45) days from the date of such demand being made by the Promoter/ Developers. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said unit and the carpet area as mentioned herein is less than or equal to 3%.

10.5 If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said unit to Allottee(s), then, wherever possible such defects shall be rectified by the Promoter/ Developers at his own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoter/ Developers, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Allottee(s) maintains the unit in the same condition as it was handed over to him by the Promoter/ Developers. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Allottee(s) (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee(s) and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoter/ Developers shall not be invocable (v) any change in internal or external plaster (vi) any change in civil work (vii) any change in the flooring of the flat/commercial premises (viii) any change in the bathrooms of the flat/commercial premises (ix) any change/ resizing of the window/s or window sill (x) any damage to the water proofing caused due to changes/ damages to the water pipe line and (xi) any corrosion to the RCC structure due to weather constrains.

11. DECLARATION BY ALLOTTEE(S):

Allottee(s) hereby declares as follows:

- 11.1 Allottee(s) has verified the documents including title search report and is satisfied that the Promoter/ Developers have absolute, developable and marketable title to the said land so as to enable it to convey the lease of said land to the society.
- 11.2 Allottee(s) shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly for the said unit.
- 11.3 Allottee(s) is eligible and entitled to Purchase the said unit and Allottee(s) hereby assure, undertake and guarantee that the Allottee(s) shall use the said unit or any part thereof or permit the same to be used for purpose of permitted use. Allottee(s) shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter/ Developers nor claim any division or sub division of such common area.
- 11.4 If Allottee(s) wishes to make a site visit before possession, prior written permission from Promoter/ Developers is necessary. Promoter/ Developers shall not be responsible for any accident or mishap that may happen on site either to Allottee(s) or to any of his family members or friends.
- 11.5 Allottee(s) shall make timely payment of the demand raised by Promoter/ Developers. In case of default in payment, the Allottee(s) shall remedy the default within the period prescribed in this agreement. The Allottee(s) shall not object to the cancellation of this agreement if the default continues.
- 11.6 The Allottee(s) has relied upon the advertisement placed by the Promoter/ Developers on or after the 1st May 2017 while deciding to seek allotment of the said unit in the project.
- 11.7 The Allottee(s) hereby agrees and indemnifies that the common amenities provided in the said project are to be utilized by the all the Allottee(s) of the said project.
- 11.8 The Allottee(s) shall obtain "No Objection Certificate" and "No Dues Certificate" from Promoter/ Developers to transfer the right, title and interest in respect of the said unit to thirds party during course of construction of said project or before possession of said unit to

Allottee(s) whichever is later. Without obtaining the said certificates any document executed by Allottee(s) in the name of third party shall be treated as 'void-ab-initio'.

- 11.9 If the allottee had the availed loan facility from any financial institution, the allottee(s) agrees that so long as the aforesaid loan remains unpaid/ outstanding, subject to terms hereof, shall not sell, transfer, let-out and/or deal with the flat/commercial premises in any manner whatsoever without obtaining the prior written permission of the Promoters/ Developers and the lender.

12. UNDERSTANDING BETWEEN THE PARTIES:

The Promoter/ Developers and the Allottee(s) also agree to the following:

- 12.1. The Allottee(s) shall be permitted/ allowed to commence interior works in the said Unit only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter/ Developers and after making all payments as per this agreement. Prior to carrying out the interior works in the said unit, the Allottee(s) shall give to Promoter/ Developers, in writing the details of the nature of interior works to be carried out.

- 12.2 Promoter/ Developers shall be entitled to inspect all interior works carried out by the Allottee(s). In the event Promoter/ Developers finds that the nature of interior work being executed by the Allottee(s) is harmful to the said unit or to the structure, facade and/or elevation of the said Building then, Promoter/ Developers can instruct the Allottee(s) to stop such interior work and the Allottee(s) shall stop such interior work at once, without raising any dispute.

- 12.3 The Allottee(s) will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee(s), on a daily basis, at no cost to Promoter/ Developers and no nuisance or annoyance to the other Allottee(s). All costs and consequences in this regard will be to the account of the Allottee(s).

- 12.4 The Allottee(s) will further ensure that the contractors and workers (whether engaged by the Allottee(s)) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Unit or the Building.
- 12.5 The Allottee(s) shall ensure that the contractors and workers, do not use or spoil the toilets in the said unit or in the building and use only the toilets earmarked by Promoter/ Developers for this purpose.
- 12.6 All materials brought into the said unit for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee(s) and that Promoter/ Developers will not be held responsible for any loss/theft/damage to the same.
- 12.7 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee(s) at his/her/their/its own cost, and that Promoter/ Developers will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee(s) alone.
- 12.8 During the execution of interior works, if any of the Allottee(s) contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said unit and the Building. Further, the Allottee(s) shall be responsible for acts of such persons.
- 12.9. The Allottee(s) shall extend full cooperation to Promoter/ Developers, their agents, contractors to ensure good governance of such interior works.

12.10 The Allottee(s) shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.

12.11 The Allottee(s) ensures that the contractors hired by the Allottee(s) shall not use lift for the purpose of carrying the materials of interior work and if any damages is caused due to same it shall be repaired and brought to its original condition by the Allottee(s) at their own expense within 30 days of written notice from the Promoter/ Developers.

13. DATE OF POSSESSION AND FORCE MAJEURE:

13.1 Promoter/ Developers shall give possession of the unit to the Allottee(s) on or before **31.12.2027** subject to receipt and realization of all amounts payable by the Allottee(s) under this Agreement and receipt of all approvals from competent authority. After the Allottee(s) has fulfilled all his obligations under this Agreement if the Promoter/ Developers fails or neglects to give possession of the said unit to the Allottee(s) on account of reasons other than the reasons prescribed in this agreement, then subject to written demand from the Allottee(s) and execution of cancellation deed of allotment of said unit, the Promoter/ Developers shall be liable to refund to the Allottee(s) the amounts already received by him in respect of the said unit with simple interest at the rates prescribed under the RERA Rules, from the date the Promoter/ Developers received the sum till the date the amounts and interest thereon is repaid.

13.2 That the Promoter/ Developers are entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of court / authority staying either in full or in part any part of the construction / development on the said land, non availability of construction material, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the said project, or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason or circumstances.

- 13.3 The Allottee(s) shall take possession of the said unit within two (2) months from the date of receipt of Occupancy Certificate in respect of said project. The Allottee(s) must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become member of the society by executing relevant documents.
- 13.4 On getting the occupancy certificate, the Promoter/ Developers may handover possession of the said unit to the Allottee(s) even though electricity and water supply have not commenced by the respective competent authorities. The Allottee(s) shall not raise any claim/ demand on the Promoter/ Developers for the delay in getting the supply of electric and water. On the Promoter/ Developers offering possession of the said unit to the Allottee(s), the Allottee(s) shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.
- 13.5 After the possession of the Flat/commercial premises is handed over to the allottee(s), if the additions or alteration in or about or relating to the project required to be carried out by the Government, Local Authority or any other statutory authority, the same shall be carried out by the allottee(s) of various premises in the project at his/her/ their own costs and Promoters/ Developers shall not be in any manner liable or responsible for the same.

14. RESERVATION FOR CAR PARKING :

- 14.1 Allottee(s) has vide request letter dated _____ requested for reservation of one covered/ mechanical car parking (the "**car parking**") to be used to park its motor vehicle. Accordingly, Promoter/ Developers hereby reserves one car parking for exclusive use of Allottee(s). The car parking is subject to final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.
- 14.2 Allottee(s) shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the unit Allottee(s) of said unit.

- 14.3 The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.
- 14.4 The society shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter/ Developers.
- 14.5 The Allottee(s) shall not park his/its Car/ vehicle in any space except for his/its designated car parking space.
- 14.6 The Allottee(s) shall be allowed to park only ONE Car and in case he/she/they park additional car the same shall be treated as breach of this Agreement.

OR

Allottee(s) has vide request letter dated _____ informed the Promoter/ Developers that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said unit.

- 17.7 Allottee(s) undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottee(s).

15. FORMATION OF SOCIETY:

- 15.1 The Promoter/ Developers shall apply for the formation and registration of a Society as “**SAI-SAMAST Co-operative Housing Society**” (the “**said society**”) within the prescribed time limit under the MAHA RERA. The Allottee(s) shall for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said society and for the becoming a member, including the bye-laws of the said society. These documents duly filled in and signed shall be returned to the Promoter/ Developers within seven (07) working days of the same being forwarded by the Promoter/ Developers to the Allottee(s), so as to enable Allottee(s) to become a member of the society. Any delays in signing and handing over of documents by the Allottee(s) to the Promoter/ Developers shall not constitute default of the

Promoter/ Developers and the prescribed time period shall stand extended accordingly.

- 15.2 The Allottee(s) shall be expelled from the said society if the Allottee(s) defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter/ Developers shall be sufficient document.

16. CONVEYANCE AND HANDOVER OF THE BUILDING:

- 16.1 The Promoter/ Developers shall within twelve (12) months of the formation of said society from the date of receipt of complete amount of the said consideration and upon receipt of occupancy certificate for the Building from competent authority or any other authority whichever is later; execute a conveyance deed and convey a right, title and interest of the said land and building in the name of the society, subject to society clearing all dues of the Promoter/ Developers.

- 16.2 The charges, costs expenses for conveyance of said land shall be borne by the Allottee(s) in proportion to his gross usable area and that the Allottee(s) shall come forward to accept conveyance of the said land in the name of the society formed within two (02) months from the date of intimation by the Promoter/ Developers. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

- 16.3 In the event of any portion of the said property being notified for set- back prior to the execution of the conveyance in favour of Apex Body, the Promoters/ Developers shall be entitled to receive the amount of compensation for such set-back portion of the said property or FSI/TDR in lieu of the same.

- 16.4 In the event of any portion of the said property being required by any local or government authorities, than the Promoters/ Developers alone shall be entitled to give such portion to the said authority or anybody for such purpose on terms and conditions as per Promoters/ Developers deem fit.

17. SOCIETY MAINTENANCE CHARGES:

17.1 Commencing a week after notice in writing is given by the Promoter/ Developers to the Allottee(s) that the said unit is ready for use and occupation, irrespective of the Allottee(s) taking the possession of the said unit, the Allottee(s) will be liable for proportionate share of outgoings in respect of said total land for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said unit plus the additional area attached to the said unit i.e. gross usable area vis a vis total gross usable area of said entire project.

17.2 The Allottee(s) shall pay to the Promoter/ Developers/Society at the time of possession, an advance maintenance for twelve months aggregating to Rs. _____/- (Rupees _____ Only) alongwith Service Tax/GST as "common maintenance charges" for the upkeep and maintenance of the said project building. The Allottee(s) shall draw cheque/ Demand Draft/ Managers Cheque in the name of " _____ " maintained in _____(bank) Branch _____.

18. UNSOLD UNITS IN SAID PROJECT:

18.1 Promoter/ Developers shall be inducted as a member of said society for unsold units upon conveyance of said total land to society.

18.2 Promoter/ Developers shall be entitled to sell the unsold units in said project without any separate permission or consent of society and the members of society. The prospective Allottee(s) of such unsold units shall be inducted by the society as members and no objection shall be raised either by existing members or the society.

18.3 Allottee(s) or society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter/ Developers to prospective Allottee(s).

- 18.4. Promoters/ Developers shall be liable to pay only the municipal taxes at actuals in respect of the unsold premises in the sale building.
- 18.5 Promoter/ Developers shall also be entitled to car parking reserved for every unsold units and the society or Allottee(s) shall not stake claim on such parking.
- 18.6 Promoter/ Developers shall be entitled to mortgage the unsold units of the said project with the financial institutions without any separate NOC from society or the members of society.
- 18.7 Promoter/ Developers is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.
- 18.8 Promoter/ Developers will always have minimum one car park reserved for every unsold unit and the Society / Allottee(s) shall not raise any objection to such reservation.

19. POST POSSESSION OBLIGATION OF THE ALLOTTEE(S)

- 19.1 Allottee(s) himself/themselves with intention to bring all persons into whosoever hands the said unit may come, hereby covenant with the Promoter/ Developers as follows :-
- 19.2 To maintain the said unit at Allottee(s) own cost in good tenable repair condition from the date of possession of the said unit is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said unit is situated and the said unit itself or any part thereof.
- 19.3 Not to store in the said unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of

the building in which the said unit is situated. In case any damage is caused to the building in which the said unit is situated, on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.

- 19.4 To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter/ Developers to the Allottee(s) and shall not do or suffering to be done anything in or to the building in which the said unit is situated or the said unit which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 19.5 Not to demolish or cause to be demolished the said unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said unit is situated and shall keep the portion/sewers, drains pipes in the said unit and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said unit without the prior written permission of the Promoter/ Developers and/ or the said society, as the case may be.
- 19.6 Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- 19.7 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said property and the building in which the said unit is situated.
- 19.8 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 unit by the Allottee(s) other than specified in this agreement.
- 19.9 Allottee(s) shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said unit unless it has obtained a 'No Dues Certificate' letter from Promoter/ Developers. The Promoter/ Developers shall issue such Certificate if all the dues payable by the Allottee(s) to the Promoter/ Developers under this Agreement are fully paid up and if the Allottee(s) has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee(s) has requested in writing to the Promoter/ Developers. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter/ Developers shall be void-ab-initio. The Allottee(s) shall obtain such permission from said society after the leasehold right of said total land is conveyed to the said society.
- 19.10 Allottee(s) shall observe and follow all the rules and regulations which the said society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said units therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Allottee(s) shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said unit in the 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.

- 19.11 Till a conveyance of said total land and all building in the said entire project is executed the Allottee(s) shall permit the Promoter/ Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.
- 19.12 The Promoters/ Developers will appoint a Project Management Agency, the allottee(s) agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters/ Developers or the Project Management Agency, including the payment of the allottee(s) share of the project management fees as aforesaid that may become payable with respect to the operation and maintenance of the said property, the common area / amenities and facilities. It is hereby clarified that upon receiving the written instructions from the promoters/ Developers, the purchaser shall either directly pay the project management fees to the Promoters/ Developers or to the Project Management Agency.
- 19.13 The Promoters/ Developers had provided a common STP in the space provided in Rehab Building of the project, the allottee(s) or the apex body of the Sale Building hereby agrees to pay the maintenance charges of the same exclusively alone. The Electricity charges of the same shall be borne equally by the members of Morya SRA Co-op Housing Society and the members of Sale Building.
- 19.14 It is hereby clarified that the Promoters/ Developers shall not be responsible, accountable or liable in any manner whatsoever to any person, including the allottee(s), the apex body for any act, deed, matter or thing committed or omitted to be done by the project management agency and/or any such other agency, firm, corporate body, organization, association or any other person/s in due course of such maintenance, management, control and regulation of the project.

20. REGISTRATION OF THIS AGREEMENT:

20.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit unless all amounts as agreed upon in this agreement is paid by the Allottee(s) to the Promoter/ Developers and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee(s) shall have no claim save and except in respect of the said unit hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter/ Developers until the said total land and the buildings thereon is conveyed to the said society.

20.2 Allottee(s) shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter/ Developers will attend such office and admit execution thereof.

21 NOTICE:

21.1 All notices to be served on the Allottee(s) and the Promoter/ Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) and the Promoter/ Developers, by Registered Post A.D./ Speed Post/ Courier at his/her address specified below :-

Address of Allottee(s):-

Address of Promoter/ Developers:-

M/s. CONCRETE BUILDERS

429, Arenja Corner, Sector-17, Vashi

Navi Mumbai- 400703

21.2 AND upon handing over of the possession of the said unit to the Allottee(s) under this agreement, all the notices on the Allottee(s)

shall be served at the address of unit handed over to the Allottee(s) under this agreement.

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

22. ALLOTTEE(S) UNDERTAKING:

22.1 The Allottee(s) undertake hereby gives his/her/their express consent to the Promoter/ Developers to raise any loan against the said land and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoter/ Developers at their own expenses on or before the conveyance of the said total land.

22.2 It is clearly understood and so agreed by the Allottee(s) that all the provisions contained herein and the obligations arising hereunder in respect of said Project/ said entire project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the said unit, in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

23.1 The Promoter/ Developers may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter/ Developers in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter/ Developers to exercise such discretion in the case of other Allottee(s).

23.2 Failure on the part of the Promoter/ Developers to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

23.3 Any delay tolerated or indulgence shown by the Promoter/ Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s) by the Promoter/ Developers shall not be construed as a waiver on the part of the Promoter/ Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoter/ Developers.

24. BINDING EFFECT:

The recitals hereinbefore constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and describing the circumstances surrounding its execution. Said recitals are by express reference made a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexure and payment receipt shall be construed as an integral part of this agreement.

25. MATERIAL ADVERSE CHANGE/CONDITIONS:

In case of material adverse change in any of the parameters in the said entire project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

26. COMPLIANCE OF LAWS RELATING TO REMITTANCES

26.1 The Allottee(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 and 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 Promoter/ Developers with such permission, approvals which would

enable the Promoter/ Developers 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 26.2 The Promoter/ Developers accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter/ Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter/ Developers immediately and comply with necessary formalities if any under the applicable laws. The Promoter/ Developers shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said unit applied for herein in any way and the Promoter/ Developers shall be issuing the payment receipts in favour of the Allottee(s) only.

27. INVESTOR CLAUSE

The Allottee(s) has purchased the said Unit as an Investor. The Allottee(s) intends to sell the said unit within a period of one year from the date of this Agreement. In the event the said Unit is sold within one year then the Allottee(s) shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. Without prejudice to the Allottee(s) right as an Investor, the Allottee(s) may continue to hold the said Unit like any other Allottee(s) if he does not sell it within one year.

28. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

29. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

30. GOVERNING LAW

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.

31. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 said unit, as the case may be.

32. JURISDICTION

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Mumbai.

33. RIGHT TO AMEND

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land on C. T. S. No. 328 of Village Deonar, Behind Lakme Company, Govandi Station Road, Govandi, Mumbai – 400 088., admeasuring **3916 sq. meters** or thereabouts and bounded as follows i.e. to say:-

On or towards North : _____

On or towards East : _____

On or towards South: _____

On or towards West : _____.

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat/commercial premises No. ____ on the ____ Floor of Building known as "**SAI-SAMAST**" admeasuring _____ **Sq. Meters Carpet Area** or thereabouts. The carpet area is the "**gross usable area**" available for use by the Allottee (s) to be constructed on a land bearing C. T. S. No. 328 of Village Deonar, Behind Lakme Company, Govandi Station Road, Govandi, Mumbai – 400 088., admeasuring **3916 sq. meters** or thereabouts.

THE THIRD SCHEDULE ABOVE REFERRED TO

"COMMON AMENITIES"

List of Common Amenities to be provided in the "Said Project"

SR.NO	ITEMS
1	
2	
3	
4	
5	

6	
7	

THE FOURTH SCHEDULE ABOVE REFERRED TO
"AMENITIES"

List of Amenities to be provided in the "Said Unit"

SR.NO	ITEMS
1	
2	
3	
4	
5	
6	
7	

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED
THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE
WRITTEN**

SIGNED, SEALED AND DELIVERED BY)

1. M/s. CONCRETE BUILDERS)

Through its Proprietor)

MR. SURESH G. WADHWA)

SIGNED, SEALED AND DELIVERED)

BY THE WITHINNAMED "ALLOTTEE(S)")

_____)

IN THE PRESENCE OF)

Housiey.com

RECEIPT

Received of and from the within named Allottee(s) _____
_____ a sum of Rs. _____ /- (Rupees _____
_____ Only)

through Cheque, being the earnest money within mentioned to have
been paid by them to us as per the terms and conditions of the
aforesaid agreement. [Subject to realization of the cheque/s]

We Say Received.

M/S. CONCRETE BUILDERS

SURESH G. WADHWA

Proprietor

Housiey.com

List of Annexures:

1. The property card of the above land is annexed herewith as **Annexure "A"**
2. The said order dated 24/11/2016 annexed hereto as **Annexure "B"**
3. The order dated 5/12/2016 of Joint Registrar Co-operative Department SRA is annexed herewith as **Annexure "C"**.
4. The said Society resolution is annexed hereto as **Annexure "D"**
5. The order of High Power Committee dated 27/4/2017 annexed hereto as **Annexure "E"**

6. Letter of Intent in their name on **dated 30th May 2017 vide letter No. SRA/ ENG/ 1599/ ME/ STGL/ LOI** annexed hereto as **Annexure "F"**.
7. Intimation of Approvals on dated 9th June, 2017 vide No. **SRA/ ENG/ 1599/ ME/ STGL/ LOI** annexed hereto as **Annexure "G"**.
8. Commencement Certificate bearing No. **SRA/ ENG/ 2275/ ME/ STGL/ AP dated 31.10.2017** of Sale Building annexed hereto as **"Annexure "H"**
9. Layout Plan of the said property is annexed hereto and marked as **Annexure "I"**
10. Copy of Title Certificate annexed hereto and marked as **"Annexure "J"**
11. Floor plan hereto annexed and marked as **Annexure "K"**
12. A copy of the certificate of registration is appended hereto as **'Annexure "L"**
12. Payment schedule annexed hereto as **Annexure "M"**

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