

Clauses highlighted in **YELLOW** color are deviations apart from RERA model.

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AGREEMENT FOR SALE

This Agreement is made at Mumbai on this _____ day of _____ in the year Two Thousand and _____;

Between

M/S. SUGEE TWENTY THREE DEVELOPERS LLP, a Limited Liability Partnership registered under Limited Liability Partnership Act, 2008 having its registered address at 3rd floor, Nirlon House, Dr. Annie Besant Road, Opp. Sasmira College, Worli, Mumbai 400030 represented through its Designated Partner _____ hereinafter referred to as the "**Developer/Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners for the time being and from time to time, heirs, administrators, successors and assigns of such partners) of the One Part;

And

_____ age: _____ years, Indian Inhabitant having PAN: _____ and address at _____, hereinafter referred to as the "**Allottee/s**" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include his/her heirs, successors, executors, and assigns) of the Other Part.

The Developer/Promoter and Allottee/s shall hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Municipal Corporation of City of Greater Bombay (hereinafter referred to as the "Corporation"/MCGM) is the owner of all that piece or parcel of land admeasuring 522 sq. yards equivalent to 436.46 sq. mtrs or thereabouts situate lying and being at Plot No.31 of Shivaji Park Estate, Mahim of the Municipal Corporation of Greater Mumbai in the City Island and Registration Sub-District of Bombay bearing Cadastral Survey No. 1741 under 'G' Ward No. 4891 (3) St. No. 2198 (hereinafter referred as the "**said Land/Project Land**").

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B. By an Indenture of Lease dated 12th June 1959 executed between the Municipal Corporation of Greater Bombay therein referred to as "the Corporation" of the first part, Mr. Vishno Lakshimal Gidwani, Engr. I.C.S., Municipal Commissioner for Greater Bombay therein referred to as "the Commissioner" of the second part and Mr. Sadashiv Shankar Apte and Mr. Neelkanth Shankar Apte therein referred to as "the Lessees" of the third part duly registered with Sub-Registrar of Assurances of Bombay bearing Sr.No.6249 of 1959 ("said Lease"), the Corporation granted a lease of the said Land along with building standing thereon to the Lessees therein as a Tenant in common for the term of 999 years commencing from 18th March 1939 on the terms and conditions contained therein.

C. Mr. Sadashiv Shankar Apte died intestate on 10th April 1976 leaving behind his wife Mrs. Shantabai Sadashiv Apte as his only legal heir, representative and next-of-kin under the Hindu Succession Act, under which he was governed at the time of his death. After following due process of law the Corporation vide its Letter dated 28th August 2003 recorded name of Smt. Shantabai Sadashiv Apte as Lessees along with Mr. Neelkanth Shankar Apte with respect to the said Land together with the building standing thereon.

D. Subsequently, the said Smt. Shantabai Sadashiv Apte died on 19th September 2007 leaving behind her last Will dated 13th August 2003 which was duly probated by Order of Hon'ble High Court, Bombay on 21st October 2016, whereby Late Smt. Shantabai bequeathed her undivided shares, title, interest of the said Land together with the building standing thereon in favour of her nephew Mr. Shankar Neelkanth Apte s/o Mr. Neelkanth Shankar Apte.

E. Pursuant to the aforesaid Order dated 21st October 2016, Mr. Pushkraj Prabhakar Soman being the Executor of Will of Smt. Shantabai Sadashiv Apte, executed Deed of Transfer dated 7th March 2017 therein referred to as "the Transferor" of the one part in favour of Mr. Shankar Apte, therein referred to as "the Transferee" of the other part, the Transferor therein transferred undivided shares, title, interest of Late Smt. Shantabai Sadashiv Apte in respect of the said Land together with the building standing thereon in favour of the Transferee therein namely Mr. Shankar Neelkanth Apte ("said Deed of Transfer"). The said Deed of Transfer is registered with the Sub-Registrar of Assurances at Mumbai bearing Serial No.BBE-5-1271 of 2017.

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F. In view of the above, Mr. Neelkanth Shankar Apte and Mr. Shankar Neelkanth Apte ("said Lessees") became equally entitled to 50% undivided shares each in the leasehold rights of the said Land together with the building standing thereon and are jointly seized and possessed of or otherwise well and sufficiently entitled to the leasehold rights in respect of the said Land/Project Land together with the building standing thereon known as "Saraswati Niwas" comprising of Ground plus Four floors hereinafter referred as the "**said Old Building**". The "said Land" and the "said Old Building" are hereinafter collectively be referred to as the "**said Property**". The said Land/Project Land is more particularly described in the **First Schedule** hereunder written.

G. By and under the Development Agreement dated 26th November 2020 duly registered with the Sub-Registrar of Assurances at Mumbai under Sr.No.BBE-1-4195 of 2020 ("**said Development Agreement**"), executed by the said Lessees i.e. Mr. Neelkanth Shankar Apte and Mr. Shankar Neelkanth Apte in favour of the Developer/Promoter herein, the said Lessees granted to the Developer/Promoter , development rights in respect of the said Property to redevelop the said Property by demolishing the said Old Building standing on the said Land and to construct new multistoried building/s in its place, allot residential flats to the said Lessees and the existing tenants/occupants of the said Old Building and to dispose of the balance flats by way of sale or otherwise to interested persons/prospective purchasers and to receive the sale consideration in respect thereof. In furtherance to the said Development Agreement, the said Lessees also executed Irrevocable Power of Attorney dated 26th November, 2020 in favour of the Developer/Promoter and the same is duly registered with the Sub-Registrar of Assurances at Mumbai at Serial No.BBE-1-4196 of 2020 thereby authorizing the Developer/Promoter to do all the acts as stated thereunder.

H. The Developer/Promoter is entitled and enjoined upon to construct buildings on the said Property in accordance with the recitals hereinabove.

I. The Developer/Promoter proposes to construct on the Project Land, a residential building ("**said New Building**") having Ground floor on stilt + 1st to 16th upper residential floors alongwith mechanized car parking tower. The Developer/Promoter shall carryout the redevelopment of the said Property as per approvals as may be sanctioned by the Concerned Authorities (hereinafter referred to as the "**Project**"). The said New Building is

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comprised of 6 units/flats of the existing tenants/occupants of the said Old Building and 7 units/flats as saleable units/flats.

- J. The Developer/Promoter has appointed Mr. Prajeet Prasad, having office at A21, New Shrenik, Ashok Nagar, Nahur Road, Mulund (West), Mumbai - 400080 duly registered with the Council of Architecture bearing Registration No.CA/2010/49498, as its Architect and has entered into a standard agreement as prescribed by the Council of Architects.
- K. The Developer/Promoter has also appointed Mr. Achuyut Watve having office address at Ruparel Iris, 2nd floor, Near Bigbazar, Tulsi Pipe Road, Matunga (West), Mumbai - 400016 having registration No.STR/W/10 as its Structural Engineer for the preparation of a structural design and the drawings and specifications for the construction of the said New Building. The Developer/Promoter and the Allottee/s accept/s the professional supervision of Architect and Structural Engineer till the completion of the said New Building.
- L. Since the said Old Building being a cess building, as per the provisions of the Maharashtra Housing and Area Development Act, 1976 ("MHADA ACT") (as amended up to date) and as such redevelopment of cess building is governed by the Mumbai Building Repairs and Reconstruction Board (the "Board"), a unit of MHADA under the provisions of the MHADA ACT, the Developer/Promoter has approached the Board for obtaining its no-objection for the redevelopment of the said Property.
- M. Accordingly, vide its NOC dated 01st October 2021 bearing reference No.R/NOC/F-2755/8135/M.B.R.& R. Board-2021 revalidated vide letter dated 17th October 2022 bearing reference No.R/NOC/F-2755/7928/M.B.R & R. Board-2022, the Board granted its no-objection for redevelopment of the said Property with FSI ___ or the FSI required for rehabilitation of the existing tenants/occupants of the said Old Building plus incentive FSI, whichever is higher, in accordance with modified D.C. Regulations 33 (7) and Appendix-III to the D. C. Regulations subject to the terms and conditions mentioned therein including the condition to rehabilitate the existing tenants/occupants of the said Old Building as certified by MHADA. A copy of NOC is annexed hereto as **Annexure "A"**.
- N. The Developer/Promoter got the plans prepared through its Architect and has obtained the approvals with respect to plans, specifications, elevations

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and sections of the proposed said New Building to be constructed on the Project Land from Municipal Corporation of Greater Mumbai (M.C.G.M.) vide Intimation of Disapproval No.P-8806/2021/(1741)/G/North/MAHIM/IOD/1/New dated 29th December 2021 ("IOD") recently amended on _____. A copy of the IOD is being annexed hereto as **Annexure "B"**. The Developer/Promoter got approval for construction of a residential building having Ground floor on stilt + 1st to 16th upper residential floors alongwith mechanized car parking tower.

- O. The Developer/Promoter upon compliance of the terms of IOD as required, has obtained Commencement Certificate bearing No.P-8806/2021/(1741)/G/North/MAHIM/CC/1/New dated 19th October, 2022 upto plinth level for commencement of construction of the said New Building. A copy of the Commencement Certificate is annexed hereto as **Annexure "C"**.
- P. In accordance with the aforesaid approvals, the Developer/Promoter has demolished the said Old Building standing on the Project Land and has proposed to construct the said New Building thereon to be called as "Saraswati Niwas".
- Q. The Allottee/s has/have applied to the Developer/Promoter for allotment of Flat No. _____ on _____ floor and has/have been allotted Flat No. _____ on _____ floor having RERA carpet area of _____ square mtrs. in the said New Building (hereinafter referred to as the "Flat"). The Flat is more particularly described in Second Schedule and the floor plan of the Flat is annexed hereto and marked as **Annexure "D"**.
- R. On demand from the Allottee/s, the Developer/Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Property and Project and the plans, designs and specifications prepared by the Developer's/Promoter's Architect and of such other documents as are specified under Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "said Act") and the Rules and Regulations made thereunder.
- S. The authenticated copy of "Certificate of Title" issued by Ashwini R. Patil Advocate of the Developer/Promoter and copy of Property Card of the Project Land are annexed hereto and marked as **Annexure "E"** and **Annexure "F"** respectively.

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- T. While sanctioning the said plans concerned local authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/Promoter while developing the Project Land and the said New Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said New Building shall be granted by the concerned local authority.
- U. The Developer/Promoter has obtained some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said 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 Project.
- V. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all 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.
- W. The Allottee/s shall pay to the Developer/Promoter, total sale consideration amount for the Flat agreed to be sold by the Developer/Promoter to the Allottee/s as per the payment schedule mentioned hereunder.
- X. The Developer/Promoter has registered the said New Building to be constructed on the Project Land as a real estate project with the Maharashtra Real Estate Regulatory Authority under the applicable provisions of The Maharashtra Real Estate (Regulation and Development) Act, 2016 ("RERA") under No. _____; authenticated copy of RERA Registration Certificate is attached herewith as Annexure "G".
- Y. Under Section 13 of the RERA Act, the Developer/Promoter is required to execute a written Agreement for Sale of the Flat with the Allottee/s being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

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1. PROJECT DETAILS:

The Developer/Promoter intends to construct the said New Building having Ground floor on stilt + 1st to 16th upper residential floors alongwith mechanized car parking tower on the Project Land in accordance with the plans, designs and specifications as approved or to be approved by Building Permission Cell, Greater Mumbai MCGM from time to time. The Allottee/s has/have been explained and has/have understood that the Developer/Promoter has valid approval from MCGM for construction of the said New Building as mentioned in recitals above for residential building having Ground floor on stilt + 1st to 16th upper residential floors alongwith mechanized car parking tower. The Allottee/s confirm/s that the Developer/Promoter may make such minor changes or additions of floors as may be required by the Developer/Promoter or alterations as may be required or necessary due to architectural and structural reasons duly recommended by the Architect or Engineer of the Promoter/Developer. Provided that the Developer/Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Flat of the Allottee/s except any alteration or addition required by Government authorities or due to change in Law.

2. DESCRIPTION OF FLAT, CAR PARKS AND TOTAL CONSIDERATION:

2.1 At the request of the Allottee/s, the Developer/Promoter has agreed to sell and the Allottee/s hereby agree/s to purchase from the Developer/Promoter, the Flat i.e. a residential flat bearing No. _____ admeasuring _____ sq. mtrs. RERA carpet area on _____ floor in the said New Building "Saraswati Niwas" to be constructed on the Project Land by the Developer/Promoter as per the plans approved and to be approved by MCGM (shown on the floor plan annexed and marked as Annexure "D" hereto) together with _____ covered car parking space in the mechanized car parking tower as per the layout and more particularly described in the **Second Schedule** hereunder written for the total consideration of Rs. _____/- (Rupees _____ only) ("Total Consideration") including Rs. _____/- (Rupees _____ only) being the price of the Flat, and Rs. _____/- (Rupees _____ Only) towards covered car parking space. The Developer/Promoter shall have the sole discretion to allot Car parking spaces to other Flat purchaser/s of the said New Building, said Lessees, existing tenants/occupants of the said Old Building in the compound, open spaces and/or stilt as the case

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may be in the Project and the same will be binding on the Allottee/s. The Allottee/s has/have further agreed that he/she/they shall not challenge the Allotment of Car parking spaces allotted to the said Lessees, the existing tenants/occupants of the said Old Building and other flat purchasers of the said New Building in any manner.

- 2.2 Along with the aforementioned Total Consideration, the Allottee/s agree/s and undertake/s to pay to the Developer/Promoter, amounts as specified in Clause 6 of this Agreement.
- 2.3 The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Flat to be provided by the Developer/Promoter in the said New Building and the Flat as are set out in **Annexure "H"**, annexed hereto or its equivalent thereof. The Allottee/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer/Promoter and undertakes that the Allottee/s shall not raise any objection in respect thereof hereafter.

3. VARIATION IN THE CARPET AREA:

“Carpet Area” for the purpose of this Agreement means the net usable floor area of flat excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat.

The Developer/Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after construction of the said New Building is complete and the occupancy certificate is granted by MCGM, by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent. The total price payable for carpet area shall be recalculated upon confirmation by the Developer/Promoter. If there is any variation in carpet area beyond the cap of three percent (3%), then the only recourse shall be pro-rata adjustments in the last installments payable by the Allottee/s as per the payment schedule mentioned hereinbelow. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4.1 of this Agreement. The Developer/Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after

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construction of the said New 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter. If there is any reduction in the carpet area within the defined limit then the Developer/Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Developer/Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment schedule.

4. PAYMENT SCHEDULE AND MANNER OF PAYMENT:

4.1 The Allottee/s hereby agrees to pay to the Developer/Promoter the Total Consideration amount of Rs. _____ (Rupees _____ only) in the following manner (hereinafter referred to as Payment Plan):

- i) Amount of Rs. _____/- (Rupees _____ Only) to be paid to the Developer/Promoter before execution of this Agreement for Sale i.e. 10% of Total Consideration;
- ii) Amount of Rs. _____ (Rupees _____ Only) to be paid to the Developer/Promoter within 7 (seven) days after execution of Agreement for Sale Or on receipt of Commencement Certificate whichever is earlier i.e. 20% of Total Consideration;
- iii) Amount of Rs. _____ (Rupees _____ Only) to be paid to the Developer/Promoter within 7 (seven) days on completion of Plinth of the said New Building i.e. 15% of Total Consideration;
- iv) Amount of Rs. _____ (Rupees _____ Only) to be paid to the Developer/Promoter within 7 (seven) days from completion of the each of slabs including stilt of the said New Building aggregating to Rs. _____/- (Rupees _____ Only) i.e. 25% of Total Consideration;
- v) Amount of Rs. _____ (Rupees _____ Only) to be paid to the Developer/Promoter within 7 (seven) days on completion of walls, internal plaster, floorings, doors, windows of the Flat i.e. 5% of Total Consideration;

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- vi) Amount of Rs. _____ (Rupees _____ Only) to be paid to the Developer/Promoter within 7 (seven) days on completion of the sanitary fittings, staircases, lobbies upto the floor level of the Flat i.e. 5% of Total Consideration;
- vii) Amount of Rs. _____ (Rupees _____ Only) to be paid to the Developer/Promoter within 7 (seven) days on completion of the external plumbing and external plaster, elevation, terrace with water proofing of the said New Building i.e. 5% of Total Consideration;
- viii) Amount of Rs. _____ (Rupees _____ Only) to be paid to the Developer/Promoter within 7 (seven) days on completion of lift, water pumps, electrical fittings, entrance lobby, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement for Sale of the said New Building i.e. 10% of Total Consideration;
- ix) Balance Amount of Rs. _____ (Rupees _____ Only) to be paid to the Developer/Promoter against and at the time of handing over of the possession of the Flat to the Allottee/s on or after receipt of occupancy certificate or completion certificate i.e. 5% of Total Consideration.

10% of the Total Consideration shall be considered as "Booking Amount"

4.2

Intimation forwarded by Developer/Promoter to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Developer/Promoter as provided under this Clause, it shall not be obligatory on the part of the Developer/Promoter to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in this Clause, and the Allottee/s shall make all payment/s to the Developer/Promoter on or before the due dates (as mentioned in the demand notice issued by the Developer/Promoter), time being the essence of this Agreement.

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4.3 All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of the Developer/Promoter. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Flat, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such instalment of Total Consideration amounts due and payable to the Developer/Promoter through an account payee cheque/demand draft drawn in favour of the Developer/Promoter.

4.4 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default under this Agreement and the Developer/Promoter may at its option be entitled to exercise the recourse available hereunder.

4.5 Further, the Developer/Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs. 5,000/- (Rupees Five Thousand only) for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs.5000/- (Rupees Five Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

4.6 The Allottee/s is/are aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer/Promoter, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

4.7 The Developer/Promoter may allow, in sole discretion, a rebate for early payments by discounting such early payments at such rate as may be agreed by the Developer/Promoter.

4.8 The said Total Price is escalation free, save and except escalations/increases, due to increase on account of Development

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Charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the MCGM/MHADA, Government from time to time. The Developer/Promoter undertakes and agrees that while raising a demand on the Allottee/s for payments towards such increase in Development Charges, cost, or levies imposed by MCGM/ MHADA etc. the Developer/Promoter shall enclose the notification/order/rule/regulation published/issued by the concerned authority in that behalf, which shall only be applicable on subsequent payments.

4.9 It is agreed between Parties that in case the transaction being executed by this Agreement between the Developer/Promoter and the Allottee/s is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/Commissions/ Brokerage to the said Registered Real Estate Agent shall be paid by the Developer/Promoter/Allottee/s/Both, as the case may be in accordance with the agreed terms of payment.

5. TAXES:

The Total Price above excludes taxes (consisting of tax paid or payable by the Developer/Promoter by way of Value Added Tax, Service Tax, Good and Services Tax, Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer/Promoter) with respect to the Flat. The Developer/Promoter shall from time to time raise demand notice for payment of such additional taxes and levies.

6. PAYMENT OF OTHER CHARGES:

6a. The Allottee/s shall on or before delivery of possession of the Flat keep deposited with the Developer/Promoter an aggregate amount of Rs. _____/- (Rupees _____ Only) towards the following estimated charges: -

- i) Rs.1000/- for share money, application entrance fee of the Society;
- ii) Rs. _____/- towards Society formation and registration charges;
- iii) Rs.15,000/-for deposit towards water, electric and other utility and services connection charges;

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- iv) Rs. ____/- for deposits for electrical receiving and sub-station provided in layout;
- v) Rs. ____/- for proportionate share of taxes and other charges/levies in respect of the Society;
- vi) Rs. ____/- for deposit towards provisional monthly contribution towards outgoings of the Society;
- vii) Rs.____/- (Rupees _____ Only) towards legal cost, charges and expenses including professional costs of Advocates/ Solicitors of the Developer/Promoter in connection with formation of the Society and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the deed of assignment/ deed of conveyance.
- viii) Rs.____/- (Rupees _____ Only) towards membership admission fees of Society.

6b. Charges of Mahanagar Gas Limited (MGL) on actuals shall be paid by the Allottee/s.

7. DEVELOPER/PROMOTER TO APPROPRIATE DUES:

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

8. TIME IS OF ESSENCE:

8.1 Time is essence for the Developer/Promoter as well as the Allottee/s. The Developer/Promoter shall abide by the time schedule for completing the Project and handing over the Flat to the Allottee/s and the common areas to the Society ("Society" defined hereunder in Clause 17.1) after receiving the occupancy certificate or completion certificate or both, as the case may be.

8.2 Similarly, the Allottee/s shall make timely payments of the installments and other dues payable by him/her under this Agreement.

8.3 It is clarified that for all the payments payable under this Agreement by the Allottee/s, the due date for such payment shall be mentioned

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in the demand notice that will be sent by the Developer/Promoter and the Allottee/s shall not dispute such due date in any manner whatsoever.

9. INTEREST:

9.1 All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (Two Percent) above the then existing SBI MCLR (State Bank of India-Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest as may be prescribed under the said Act and Rules made thereunder ("Interest"), from the date they fall due till the date of receipt/realization of payment by the other Party.

9.2 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts. The Allottee/s authorizes the Developer/Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding including interest, if any, in his/her name as the Developer/Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Developer/Promoter to adjust his payments in any manner.

9.3 Without prejudice to the other rights of the Developer/Promoter hereunder, the Developer/Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge/lien on the Flat and the Car Park/s and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement to the Developer/Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer/Promoter. The Allottee/s also agree/s that the Developer/Promoter shall be entitled to withhold the handover of possession of the Flat to the Allottee/s till the time all payments due and payable under this Agreement are duly paid and discharged by the Allottee/s.

10. FLOOR SPACE INDEX:

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10.1 The Developer/Promoter hereby declares that the approved Floor Space Index as on date in respect of the Project Land is _____ sq. mtrs. only and Developer/Promoter has planned to utilize Floor Space Index of _____ sq. mtrs. by availing of 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 Project. The Developer/Promoter has disclosed that, the Floor Space Index of _____ or the FSI required for rehabilitation of existing occupiers, whichever is higher as proposed to be utilized by them on the Project Land in the Project and the Allottee/s has/have agreed to purchase the Flat based on the proposed construction and sale of flats to be carried out by utilizing the proposed FSI and on the understanding that the any FSI shall belong to Developer/Promoter only.

10.2 The Allottee/s acknowledge/s that the Developer/Promoter alone is entitled to utilize and deal with all the development potential of the said Property including the existing and future FSI and/or transferable development rights ("TDR") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of the said New Building and development of facilities and/or amenities on any part of the Project Land or elsewhere as may be permitted and in such manner as the Developer/Promoter deems fit.

11. ADHERENCE TO SANCTIONED PLAN:

The Developer/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 concerned authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee/s obtain/s from MHADA/MCGM occupancy certificate in respect of the Flat.

12. POSSESSION:

12.1 The Developer/Promoter shall give possession of the Flat to the Allottee/s on or before _____ subject to extension granted by the concerned authority u/s 6 of the said Act. If the Developer/Promoter fails or neglects to give possession of the Flat to

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the Allottee/s on account of reasons beyond its control and of its agents by the aforesaid date then the Developer/Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the Flat with interest at the same rate as mentioned in the Clause 9 hereinabove from the date the Developer/Promoter received the sum till the date the amounts and interest thereon is paid. Provided that the Developer/Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of the said New Building in which Flat is situated is delayed on account of War, civil commotion or act of God and any act of force majeure or any notice, order, rule, notification of the Government and/or other public or competent authority/court.

12.2 The Developer/Promoter shall within 7 (Seven) days from the date of receipt of the Occupation Certificate from the MCGM and subject to the payment being made by the Allottee/s as per this Agreement, offer in writing the possession of the Flat to the Allottee/s and the Allottee/s shall take possession of the Flat within 15 (Fifteen) days from the date of issue of such notice by the Developer/Promoter. Upon the expiry of 15 days period of offering possession, the Allottee/s shall be deemed to have accepted/taken possession of the Flat in consonance with this Agreement and from such date of deemed possession, the entire risk of any nature whatsoever shall exclusive pass and be deemed to have passed upon the Allottee/s. The Allottee/s agrees and acknowledges that the Developer's/Promoter's obligation to delivering possession of the said Flat shall come to an end on the expiry of the time as stipulated by the Developer/Promoter and the Developer/Promoter shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Flat. Irrespective of whether the possession of the said Flat is actually taken by the Allottee/s or not, it shall be deemed that the Allottee/s has/have taken possession of the said Flat and the said Flat shall be at the exclusive risks of the Allottee/s in all respect, including but not limited to loss or damage rising from destruction, deterioration or decrease in value of the Flat.

12.3 The Allottee/s agree/s to pay the maintenance charges and other outgoings. The Allottee/s shall pay to the Developer/Promoter such proportionate share to the Flat area or per Flat/Unit towards all outgoings as determined by the Developer/Promoter or the Society,

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as the case may be from the date of offering possession of the Flat by the Developer/Promoter to the Allottee/s, irrespective of failure of the Allottee/s to take possession thereof. The above charges are towards maintenance of the building and not towards maintaining the Flat/Unit internally and from the period of expiry of intimation notice offering possession, the said Flat shall entirely be at the exclusive risks, liabilities and consequences of the Allottee/s.

12.4 The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglect/s to take possession of the Flat within the time stipulated by the Developer/Promoter, then the Allottee/s shall in addition to the above, pay to the Developer/Promoter holding charges at the rate of Rs. _____/- (Rupees _____ Only) per month ("Holding Charges") towards maintenance, upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Flat shall remain locked and shall continue to be in possession of the Developer/Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

12.5 The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglect/s to take possession of the Flat within the aforementioned time as stipulated by the Developer/Promoter and/or cancel/terminate this Agreement for any reason not attributable to the Developer/Promoter, then the Developer/Promoter shall also be entitled to reserve its right to forfeit the amount/s received by the Developer/Promoter towards the Flat along with Interest on default in payment of instalments (if any), applicable taxes, including amounts mentioned in clause 14.3 and any other charges/amounts including Liquidated Damages as stated in clause 14.4. The Allottee/s further agree/s and acknowledge/s that the Developer's/Promoter's obligation of delivering possession of the Flat shall come to an end on the expiry of the time as stipulated by the Developer/Promoter and that subsequent to the same, the Developer/Promoter shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Flat.

13. OUTGOINGS:

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- 13.1. From the date of offering possession of the Flat by the Developer/Promoter to the Allottee/s, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Flat, the Project Land and the said New Building namely local taxes, property tax, betterment charges or such other levies by the concerned local authority, semi government and government authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Flat, the Project Land and the said New Building.
- 13.2. The Allottee/s shall pay to the Developer/Promoter such proportionate share of outgoings as may be determined by the Developer/Promoter. The Allottee/s further agree/s that till the Allottee/s share/s is/are so determined, the Allottee/s shall pay to the Developer/Promoter provisional monthly contribution as determined by the Developer/Promoter from time to time. The amounts so paid by the Allottee/s to the Developer/Promoter shall not carry any interest and remain with the Developer/Promoter till its handover to the Society.

14. DEFAULT BY ALLOTTEE/S:

- 14.1 Without prejudice to the right of the Developer/Promoter to charge interest in terms of clause 9 above, on the Allottee/s committing total 3 (Three) defaults in payment of any instalment or other payment as stated in this Agreement, the Developer/Promoter shall at its own option, may terminate this Agreement.
- 14.2 **Provided** that, Developer/Promoter shall give notice of fifteen days of writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s, 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.
- 14.3 If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Developer/Promoter within the period mentioned in notice then at the end of such notice period, the Developer/Promoter shall be entitled to terminate this Agreement and deduct (a) Booking Amount

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from the amounts paid till such date, (b) Interest on any overdue payments, (c) brokerage paid to channel partners/brokers, if any, (d) administrative charges as per Developer's/Promoter's policy, (e) all taxes paid by the Developer/Promoter to the Authorities, (f) Liquidated Damages, (g) amount of stamp duty, registration charges and GST/taxes, if any, paid by the Developer/Promoter on this Agreement and all costs to be paid on Deed of Cancellation of this Agreement, if Agreement for Sale is registered, (h) any other taxes which are currently applicable or may be applicable in future and (i) subvention cost (if the Allottee/s has/have opted for subvention plan) which the Developer/Promoter may incur either by way of adjustment made by the bank/financial institution in instalments or paid directly by the Developer/Promoter to the bank/financial institution, (collectively referred to as the "**Non-Refundable Amount**").

14.4 "Liquidated Damages"

The Liquidated Damages (as referred in forgone clause i.e.14.3) shall mean an amount equivalent to 10% of the Total Consideration.

The Allottee/s confirm/s and warrant/s that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Developer/Promoter on account of breach of the terms of this Agreement by the Allottee/s or on termination of this Agreement by the either parities. The Liquidated Damages is also arrived at having regard to the cost of construction the cost of funds raised by the Developer/Promoter, the ability or inability of the Developer/Promoter to resell the Unit/Flat, including losses due to marketing spend, delay in receiving money towards the Unit/Flat and the possibility of loss of value of the Unit/Flat on resale among others. The Allottee/s waive/s his/her/their right to raise any objection to the payment or determination of Liquidated Damages.

14.5 Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee/s executing and registering the Deed of Cancellation or such other document ("**Deed**") within 30 (Thirty) days of termination notice by the Developer/Promoter, failing which the Developer/Promoter shall be entitled to proceed to execute /register the Deed with the appropriate

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Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledge/s and confirm/s.

14.6 The Developer/Promoter shall be obligated to refund the aforesaid amount only upon execution and registration of the Deed of Cancellation. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, right to forfeit and refund the balance to the Allottee/s and the Developer's/Promoter's right to sell/transfer the Flat including but not limited to Car Park/s to any third party.

14.7 For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation/termination. Further, upon such cancellation/termination, the Allottee/s shall not have any right, title and/or interest in the Flat and/or Car Park/s and/or the Project and/or the Project Land and the Allottee/s waive/s his/her/their/its right to claim and/or dispute against the Developer/Promoter in any manner whatsoever. In case if the taxes are paid by the Allottee/s then in event of aforesaid cancellation/termination, the Allottee/s shall be liable/responsible to take the refund of the same from the Government directly without any claim from the Developer/Promoter.

14.8 The Allottee/s acknowledge/s and confirm/s that the provisions of this Clause shall survive termination of this Agreement.

15. DEFECT LIABILITY PERIOD:

15.1 Within a period of five years from the date of offering possession of the Flat after receipt of Occupation Certificate, if the Allottee/s bring/s to the notice of the Developer/Promoter any structural defect in the Flat/said New Building then in such case, it shall wherever possible be rectified by the Developer/Promoter without further charge to the Allottee/s. In event of any such structural defect, the parties agree to mutually appoint a Project Architect to ascertain whether there is any structural defect in the Flat/said New Building and the decision of such mutually appointed Architect in respect thereof shall be final.

15.2 From the date of Occupation Certificate, any damage due to wear and tear of whatsoever nature is caused to the Flat/said New Building (save and except the defects as mentioned in Clause 15.1), the

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Developer/Promoter shall not be responsible for the cost of reinstating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

15.3 Further, if the Allottee/s or any of the occupiers of the said New Building carry out any construction/ repair, renovation or interior work which is contrary to the sanctioned plan or which damages the said New Building or construction or other amenities of the said New Building, then the Developer/Promoter shall not be held responsible or liable for the same. The Allottee/s shall indemnify the Developer/Promoter and the other flat buyers and keep them indemnified against any damage, loss, fine, levy, penalty or cost, charges, expenses or liability that may be caused or incurred or suffered by the Developer/Promoter or such other flat buyers due to any internal or external work, repair or improvement done by the Allottee/s.

16. TRANSFER:

16.1 The Allottee/s shall not transfer his/her/their rights, title and interest in the Flat under this Agreement to any third person/entity unless and until full and final payment of the Total Consideration and Other Charges mentioned in Clause 6 hereinabove are paid by the Allottee/s to the Developer/Promoter. Any transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, Relevant Laws and notifications/ governmental directions.

16.2 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 and subsequent Allottee/s of the Flat and to his/her/their successor/s and permitted assigns in case of a transfer, as the said obligation go along with the Flat for all intents and purposes.

17 ASSOCIATION AND ASSIGNMENT/ CONVEYANCE OF PROJECT LAND AND SAID NEW BUILDING:

17.1 After the formation of the society of allottees/occupiers/owners of flats/units/premises in the said New Building ("Society"), the Allottee/s along with other Allottee/s in the said New Building shall

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become member of the Society and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a member, including the bye-laws of the Society and duly fill in, sign and return to the Promoter/Developer within seven days of the same being forwarded by the Developer/Promoter to the Allottee/s, so as to enable the Developer/Promoter to register the common organization of allottees/occupiers/owners of flats/units/premises in the said New Building. No objection shall be taken by the Allottee/s, if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or any other competent authority.

17.2 The Developer/Promoter may become a member of the Society to the extent of all unsold and/or unallotted flats/premises/units, areas and spaces in the said New Building.

17.3 The Developer/Promoter shall, within three months of registration of Society as aforesaid, cause to be transferred to the Society all the right, title and the interest of the said Lessees /MCGM/Developer/Promoter in the Project Land and the said New Building in which the Flat is situated, through document such as deed of assignment/deed of conveyance subject to policy/norms/guidelines of MCGM Estate Department or concerned authorities, in this regard and also handover to the Society, all necessary permissions, certificates, plans and title documents etc. The Society including the Allottee/s herein shall preserve and maintain all documents, plans received from the Developer/Promoter and subsequently carry out necessary repairs, structural audit, fire audit at regular interval and also present periodical structural audit reports and repair history as per the requirements of the Chief Fire Officer through the authorized agency of concerned authorities.

17.4 All costs, charges, expenses, MCGM Estate Department transfer charges including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of the aforesaid deed of assignment/deed of conveyance shall be borne and paid by the Society / all Allottee/s of flats/ premises/ units in the said New Building in the same proportion as the total area of the flats/

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premises/ units bears to the total area of all the flats/ premises/ units in the said New Building.

18 RIGHTS OF THE DEVELOPER/PROMOTER:

18.1 Developer's/Promoter's obligation for obtaining occupation certificate (OC)/completion certificate (CC): The Developer/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 concerned local authority at the time of sanctioning the plans of the said New Building or thereafter and shall, before handing over possession of the Flat to the Allottee/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Flat.

18.2 Hoarding/Signage/Logo rights: The Allottee/s hereby consent/s that the Developer/Promoter may and shall always continue to have the right to place/erect hoarding/s/signage/s/logo/s on the Project Land, of such nature and in such form as the Developer/Promoter may deem fit and the Developer/Promoter shall deal with such hoarding/signage/logo spaces as its sole discretion and the Allottee/s agree/s not to dispute or object to the same. The Developer/Promoter shall not be liable to pay any fees/charges to the Society for placing/putting up the hoarding/s/signage/s/logo/s; provided that if any statutory taxes become payable for such use, then the same shall be borne and paid by the Developer/Promoter and/or by the transferee (if any). The Developer/Promoter shall be entitled to install sign board with Developer's/Promoter's logo/name on entrance or on ground floor and terrace of the New Building and the Allottee/s, Society shall ensure that the said sign board of logo/name of the Developer/Promoter shall not be removed and same shall be maintained by the Society at its own cost. In any event the Society shall not be entitled to claim any compensation with respect to the same in any manner.

18.3 Retention: subject to, and to the extent permissible under the Relevant Laws, the Developer/Promoter may, either by itself and/or its nominees/associates/affiliates also retain some portion/ units/ flats in the Project which may be subject to different terms of use.

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18.4 Unsold flats: All unsold and/or unallotted flats/premises/units, areas, spaces and car parking spaces in the said New Building /Project Land, including without limitation, parking spaces and other spaces shall always belong to and remain the property of the Developer/Promoter at all times and the Developer/Promoter shall continue to remain in overall possession of such unsold and/or unallotted flats/premises/units and shall be entitled to enter upon the Project Land and the said New Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer/Promoter may deem necessary. The Developer/Promoter shall without any reference to the Allottee/s, association / apex body / apex bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted flats/premises/units and spaces therein, as it deems fit. The Developer/Promoter shall be entitled to enter in separate agreements with the purchasers of different flats/premises/units/car parking spaces in the said New Building on terms and conditions decided by the Developer/Promoter in its sole discretion and shall without any delay or demur, enroll the new purchaser/s as member/s of the Society. The Allottee/s or the Society shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. For all the unsold flats/units, the Developer/Promoter shall have all the rights as of the member of such flats/units.

18.5 Mortgage and Security: The Developer/Promoter if it so desires shall be entitled to create security on the said Property and the said New Building to be constructed thereon by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Flat allotted hereunder. The Developer/Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Flat, provided the Developer/Promoter shall be the principal debtor and it shall be the sole responsibility of the Developer/Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee/s hereby give/s express consent to the Developer/Promoter to raise such financial facilities against security of the said Property and said New Building to be constructed thereon and mortgage the same with banks/financial institutions as

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aforesaid, save and except the Flat agreed to be transferred hereunder. However, the Developer/Promoter shall whenever necessary, obtain requisite No Objection Certificate/Letter, if required from the aforesaid banks/Financial institution.

19 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/PROMOTER:

The Developer/Promoter hereby represents and warrants to the Allottee/s as follows:

- i) The Developer/Promoter has clear and marketable development rights with respect to the said Property as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land;
- ii) The Developer/Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii) There are no litigations pending before any Court of law with respect to the Project Land or Project;
- iv) All approvals, licenses and permits issued by the MHADA/MCGM, and other competent authorities with respect to the Project, Project Land and said New Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and the said New Building shall be obtained by following due process of Law and the Developer/Promoter has been and shall at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, said New Building and common areas;
- v) The Developer/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/s created herein, may prejudicially be affected;
- vi) The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the Flat to the Allottee/s in the manner contemplated in this Agreement;
- vii) At the time of execution of deed of assignment/ deed of conveyance/transfer of the Project Land and the said New Building to the Society, the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Society which include the Allottee/s herein;

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- viii) The Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, notice from the impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the receipt of the occupation certificate of the said New Building in which the Flat is situated;
- ix) No 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 by or served upon the Developer/Promoter in respect of the Project Land;
- x) The Developer/Promoter shall maintain a separate account in respect of sums received by the Developer/Promoter from the Allottee/s as advance or deposit and shall utilize the amounts only for the purposes for which they have been received;
- xi) After the Developer/Promoter executes this Agreement the Developer/Promoter shall not mortgage or create a charge on the Flat 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/s who has/have taken or agreed to take such Flat.

20 REPRESENTATION AND WARRANTIES BY THE ALLOTTEE/S:

The Allottee/s with an intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Developer/Promoter as follows:

- i) To maintain the Flat at the Allottee/s's own cost in good and tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the said New Building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said New Building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities if required;
- ii) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said New Building in which the Flat is situated or storing of which goods is objected to by the concerned local or other

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authority 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 said New Building in which the Flat is situated, including entrances of the said New Building in which the Flat is situated or the Flat 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;

- iii) To carry out at his own cost all internal repairs to the Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer/Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said New Building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In any event if the Allottee/s carry out any such changes, then the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- iv) Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the said New Building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 said New Building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural repairs in the Flat without the prior written permission of the Developer/Promoter and/or the Society;
- v) 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 said New Building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Project Land and the said New Building in which the Flat is situated;
- vii) Pay to the Developer/Promoter within 15 days of demand by the Developer/Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity

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or any other service connection to the said New Building in which the Flat is situated;

- viii) 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 Flat by the Allottee/s for any purposes other than for purpose for which it is sold;
- ix) The Allottee/s hereby agree/s that in the event of any amount by way of premium to the MHADA/MCGM, to the State and/or Central Government or betterment charges or development tax or educational cess or any other tax or payment of a similar nature becoming payable by the Developer/Promoter either before or after delivery of possession of the Flat the same shall be paid in advance either by way of deposit or advance by the Allottee/s to the Developer/Promoter in proportion to the area of the Flat to be purchased by the Allottee/s;
- x) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with possession of the Flat until all the dues payable by the Allottee/s to the Developer/Promoter under this Agreement are fully paid up;
- xi) **To use the Flat and the car parking space for its own bonafide use;**
- xii) The Allottee/s shall observe and perform all the rules and regulations of the Society. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat in the said 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;
- xiii) Till execution of the deed of assignment/deed of conveyance of the Project Land and structure of the said New Building in which the Flat is situated to the Society, the Allottee/s shall permit the Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land and the said New Building or any part thereof to view and examine the state and condition thereof;
- xiv) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Flat or the Project Land and said New Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking space, lobbies, staircase, terrace, will remain the property of the Developer/Promoter

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until the structure of the said New Building is transferred to the Society;

xv) It is hereby expressly understood and agreed by and between the Parties that the Developer/Promoter has the unqualified and unfettered right to allot exclusive rights to use and occupy the terrace space in front of or adjacent to the terrace units to the purchasers of such unit/flat. The exclusive rights to use and occupy such terrace units/flats so allotted shall belong to respective purchasers of terrace units and the terrace spaces are intended for the exclusive use of the respective terrace unit holders/purchasers. The purchasers/allottees of the terrace shall be entitled to use the same for purposes permissible by law. However, the purchasers of the terraces shall not enclose or cover the terraces without the permission of the concerned authorities. The Allottee/s shall have no right on the terrace attached/adjoining to any particular flat allotted to any other purchaser exclusively for his/her occupation and enjoyment;

xvi) The Allottee/s is/are aware that the said New Building is to be constructed with open space deficiency;

xvii) The Allottee/s is/are aware that the said New Building is to be constructed on the said Property is in deficiency of width of drive way/maneuvering space;

xviii) The Allottee/s agree/s that, the dry and wet garbage generated in the Flat shall be treated separately and the same shall be disposed of in 2 separate dustbins i.e. for "dry" and "wet" garbage installed by the Developer/Promoter in the said Property;

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BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Developer/Promoter does not create a binding obligation on part of the Developer/Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the schedules alongwith the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer/Promoter. If the Allottee/s fail/s to execute and deliver to the Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer/Promoter, then the Developer/Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its

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receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all the sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

22 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 Flat, as the case may be.

23 AMENDMENTS:

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

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in the Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.

25 FURTHER ASSURANCES:

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.

26 ENFORCEABILITY OF PROVISIONS:

If any provision of this Agreement shall be determined to be void or unenforceable under the said 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 said Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this

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Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27 WAIVER:

Any delay on part of the Allottee/s, if tolerated or indulgence shown by the Developer/Promoter, in enforcing the terms, conditions, stipulations, covenants and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee/s by the Developer, shall not mean or deem to mean and be treated/construed/considered as a waiver or acquiescence on part of the Developer of any breach, violation, non-performance or non-compliance by the Allottee/s of any of the terms, conditions, stipulations, covenants and/or provisions of this Agreement, nor shall the same in any manner prejudice the rights/remedies of the Developer/Promoter.

28 EXECUTION AND REGISTRATION OF THE AGREEMENT:

The execution of this Agreement shall be complete only upon execution by the Developer/Promoter through its authorized signatory at the Developer's/Promoter's office, or at some other place, which may be mutually agreed between the Developer/Promoter and the Allottee/s, after the Agreement is duly executed by the Allottee/s and the Developer/Promoter or simultaneously with the execution of this Agreement shall be registered at the office of Sub-Registrar. The Allottee/s and/or Developer/Promoter shall present this Agreement within the time limit prescribed by the Registration Act and the Developer/Promoter attend such office and admit execution thereof.

29 NOTICES:

That all notices to be served on the Allottee/s and the Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Developer/Promoter by Registered Post at their respective addresses or by email as specified below:

Name of Allottee/s

Allottee/s Address

Email:

Developer/ Promoter name: M/s. Sugee Twenty Three Developers LLP

Developer/ Promoter Address: 3rd Floor, Nirlon House,

Opp. Sasmira College,

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Dr. Annie Besant Road,
Worli – 400 030.

Email: _____

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

That in case there are Joint Allottees all communications shall be sent by the Developer/Promoter 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 Allottees.

30 STAMP DUTY AND REGISTRATION CHARGES:

The charges towards stamp duty of this Agreement have been paid by the Allottee/s and Registration charges shall be paid by the Allottee/s.

31 DISPUTE RESOLUTION:

Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, same shall be referred to the Regulatory Authority at Mumbai, as per the provisions of the said Act and Rules and Regulations thereunder.

32 GOVERNING LAW AND JURISDICTION:

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 courts in Mumbai will have exclusive jurisdiction for this Agreement.

IN WITNESS WHEREOF the Parties have hereto set and subscribed their respective hand and seal the day and year first hereinabove written.

THE FIRST SCHEDULE REFERRED HEREINABOVE:

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All that piece or parcel of land admeasuring 522 sq. yards equivalent to 436.46 sq. mtrs or thereabouts situate lying and being at Plot No.31 of Shivaji Park Estate, Mahim of the Municipal Corporation of Greater Mumbai in the City Island and Registration Sub-District of Bombay bearing Cadastral Survey No. 1741 under 'G' Ward No. 4891 (3) St. No. 2198 at M. B. Raut Road, Shivaji Park, Dadar (West), Mumbai – 400 028 and bounded as follows:

On or towards North-East : By Forty Feet Road;
On or towards South-East : By Plot No.32;
On or towards South-West : By Plot No.30 and
On or towards North-West : By Fifty feet road.

THE SECOND SCHEDULE REFERRED HEREINABOVE:

A self-contained flat bearing No. _____ on _____ Floor admeasuring _____ sq. mtr. RERA carpet area together with _____ covered car parking space in the mechanized car parking tower in the New Building to be known as "Saraswati Niwas" to be constructed upon the Project Land which is more particularly mentioned in the First Schedule hereinabove.

SIGNED AND DELIVERED)

By the within-mentioned **DEVELOPER/PROMOTER**)

DEVELOPER/PROMOTER	ALLOTTEE/S

M/S. SUGEE TWENTY THREE DEVELOPERS LLP)

Through its Designated Partner)

Mr. _____)

In the presence of:)

1.)

2.)

SIGNED AND DELIVERED)

By the within-mentioned **ALLOTTEE/S**)

Mr./Mrs./Ms.)

In the presence of:)

1.)

2.)

DEVELOPER/PROMOTER	ALLOTTEE/S