

17. The Promoters shall have absolute authority and control as regards the unsold Premises and the disposal thereof. The Promoters shall be liable to pay only the municipal taxes at actual and no other charges in respect of the unsold Premises till 1 (one) year from the date of Occupation Certificate. Thereafter the Promoters shall join in as the member in respect of such unsold Premises as required under the Act and the Rules and when such Premises are sold to the persons of the Promoter's choice and at the discretion of the Promoters, the Society shall admit as members, the purchaser of such Premises without charging any premium or any other extra payments from them.
18. The Promoters have informed the Purchaser(s) and the Purchaser(s) is/are fully aware and hereby provide his/her/their/its irrevocable consent and also undertake not to raise any objection in respect of following:
- (a) The Project will be undertaken/executed in Phases and the Promoter shall at their sole discretion, be entitled to develop the balance area of the Property and utilize the FSI and development potential of the Property till entire development of the Project as per business plan formulated by Promoter from time to time.
 - (b) Till the entire development of Project is completed, the Purchaser(s) shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the unallotted areas, open spaces, infrastructure facilities, recreation facilities and/or any other common areas/ facilities or the amenities to be provided in the said Project and the Purchaser(s) shall have no right or interest in the enjoyment and control of the Promoters in this regard and shall not raise any claim/ dispute on grounds of inconvenience, nuisance or otherwise. The infrastructure, common area and facilities and amenities shall be developed in a phase wise manner and accordingly the common area facilities and layout amenities in the Project shall be made operational only upon completion of the entire Project.
 - (c) Whilst the Part Occupation Certificate may be granted in respect of the New Buildings, there will be construction in the remaining portions of the Property and accordingly, there may be noise, disturbance, dust and construction activity thereon, and the workmen, employees, representatives, movement of construction materials/ equipment, Machineries, agents of the Promoters will/ may be utilizing the lifts, the common lobbies and common areas and facilities for undertaking development of the Property including ingress, egress, storage, access, etc. until the completion of the entire Project and the Purchaser(s) agrees not to object to the same on any grounds whatsoever or do any act which would in any manner prejudice and/or affect the right and authority of the Promoters to undertake and complete the Project.



- (d) Subject to approval from concerned authorities, the Promoters may amend and modify the sanctioned plan and/or Project layout at their sole discretion. However, such amendment/ modification will not have effect on the area, location, specification of the said Premises and Total Consideration agreed to be paid by the Purchaser(s) pursuant to provisions of this Agreement.
- (e) The development of the said Project is dynamic and the scope thereof could be substantially increased from time to time by the amalgamation, mixture and composition of land parcels, FSI and various development schemes under the applicable laws. The Promoterw shall be entitled to amalgamate the schemes in respect of the adjoining lands with the development scheme of the said Property.

19. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:**

The Promoters hereby represents and warrants to the Allottee(s) as follows:

- i. The Promoters have clear and marketable title to the development rights in respect of the said Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project;
- ii. The Promoters have 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 other encumbrances upon the said Property or the Project except those disclosed/declared in the Encumbrance Certificate as uploaded on MahaRERA website;
- iv. There are no litigations pending before any Court of law with respect to the said Property or Project except those disclosed in the title report; if any;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said New Buildings 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, said Property and said New Buildings shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, New Buildings and common areas;
- vi. The Promoters have 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;



- vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said Premises which will, in any manner, affect the rights of Allottee(s) under this Agreement;
 - viii. The Promoters' confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Allottee(s) in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities up to the date of receipt of Occupation Certificate;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoters in respect of the said Property and/or the Project except those disclosed in the title report.
20. The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Premises may come, hereby covenants with the Promoters as follows :
- i. TO MAINTAIN the Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
 - ii. NOT TO STORE in the Premises 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 Premises is situated or storing of which goods is objected to by the concerned local or other 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 building in which the Premises is situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated or the Premises 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/her/their own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoters to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and byelaws of the concerned local authority or other public authority. 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.
- iv. NOT TO DEMOLISH or cause to be demolished the Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Premises without the prior written permission of the Promoters 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 said Building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. NOT TO DO or permit to be done in or upon the Premises or any portion of the new Buildings, or any act, deed or thing which shall cause nuisance annoyance, disturbance, danger or inconvenience to the other occupants/allotees of other Premises of the new Buildings;
- vii. NOT TO AFFIX any sign boards, neon lights or advertisements either on the terrace or on the exterior of the new Buildings or on the compound wall or otherwise in and or upon the Land and not to fix any grills outside the Premises;
- viii. TO MAINTAIN the Premises at his/her/their own cost in good tenable repair and condition from the date of taking possession thereof and not to do or suffer to be done anything in or upon the Premises and the new Buildings, its staircase or any passage which may be against the rules and regulations of the concerned local or any other authority or which may change/alter or make additions in or to the Premises or any part thereof;



- ix. TO KEEP the premises inside and outside in a neat, clean and sanitary condition, free from waste and other debris, to store all items inside the premises hereby agreed to be purchased and not in vacant places or in common areas or walk areas, pathways, etc, and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the new buildings. The Promoters/society/apex body shall have right to immediately dispose-off or move away items left unattended/stored outside the premises at the expenses and liability of purchaser(s).
- x. NOT TO USE the refuge area provided in the new buildings for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the new buildings;
- xi. NOT TO OBJECT and consent for any variations in colour, size and design etc. of the tiles, marble, granite, stones or any other construction material provided in the premises during repairs/ replacement which are beyond control of the Promoters.
- xii. NOT TO CHANGE the elevations of the premises or do any structural changes or to put grills on the outer side of the new buildings and shall maintain the same in the same form as the Promoters have constructed and not at any time alter the said elevations in any manner whatsoever without the prior consent in writing from the Promoters/society/apex body/concerned authorities; as the case may be;
- xiii. TO ENSURE that the proposed society shall preserve and maintain the documents/ plans received from the Promoter and subsequently carry out necessary repairs/ structural audit/fire audit at regular interval and also present periodical structural audit reports and repair history, to check and to carry out fire safety audit from time to time as per requirement of the chief fire officer, through an authorised agency.
- xiv. NOT TO throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the said Building in which the Premises is situated.
- xv. TO CONTRIBUTE proportionately towards costs and expenses for maintenance and repairs of the Building and other charges payable to concerned authorities in respect thereof and to pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the Premises is situated.
- xvi. TO BEAR AND PAY increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Allottee(s) for any purposes other than for purpose for which it is sold.



- xvii. The Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Allottee(s) to the Promoters under this Agreement are fully paid up and only after obtaining No Objection Certificate from the Promoters/ Society as the case may be.
- xviii. The Allottee(s) shall observe and perform all the rules and regulations which the Society or Apex Body or Federation 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 Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body/Federation regarding the occupancy and use of the Premises 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.
- xix. Till a conveyance of the structure of the New Buildings in which Premises is situated is executed in favour of Society, the Allottee(s) shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- The Purchaser(s) shall indemnify and hold safe, harmless and indemnified the Promoters and the other occupants of the New Buildings of from and against a breach of the aforesaid covenants by the Purchaser(s).
21. The Purchaser(s) is/are aware that amenities/ facilities in the basement and/or ground/stilt level of the New Buildings are for common use by the purchasers of Premises in all the Sale Towers and the Purchaser(s) agrees not to take any objections or raise any concerns in respect thereof and hereby agrees to all terms and conditions in respect of use and enjoyment of such amenities/ facilities as may be stipulated by Promoters from time to time.
22. The Purchaser(s) is/are aware of the following and shall not raise any objection in respect thereof in future and MHADA/MCGM shall not be held responsible for the same:
- (a) the New Buildings are constructed with open space deficiency; if any and the Purchaser(s) shall not object to the development of neighbouring plot whenever they come forward for the development of their respective plot which may involve open space deficiency;
 - (b) uses of the Mechanical/stack/pit Parking System;



- (c) room sizes are adequate as required under applicable guidelines;
 - (d) Manoeuvring space for car parking.
23. The Promoters shall compile, preserve and hand over to the Society/Apex Body/Federation/Association on completion of entire Project, following:
- (a) All ownership Documents;
 - (b) Copies of CC, subsequent amendments, OC, BCC and corresponding canvass mounted plans;
 - (c) Copies of soil investigation reports;
 - (d) RCC details and canvass mounted structural drawings;
 - (e) Structural Stability Certificate from Licensed Structural Engineer;
 - (f) Supervision Certificate issued by Licensed Site Supervisor;
 - (g) Building Completion Certificate issued by Licensed Surveyor/Architect; and
 - (h) NOC and Completion Certificate issued by the CFO.
24. The Society shall preserve and maintain the documents/ plans received from the Promoters and subsequently carry out necessary repairs/ structural audit/fire audit at regular interval and also present periodical structural audit reports and repair history, to check and to carry out fire safety audit from time to time as per requirement of the Chief Fire Officer, through an authorised agency of MCGM/ MHADA.
25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property and Building or any part thereof. The Allottee(s) shall have no claim save and except in respect of the Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the New Buildings is/are transferred/conveyed to the Society or other body and until the said Land is transferred/conveyed to the Apex Body /Federation as hereinbefore mentioned.
26. The Promoters will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoters and/or its affiliates (hereinafter referred as the "displays") with various devices (including electronic, laser and neon signs) in one or more places in the New Buildings therein including, on open space/s, the terraces of the New Buildings and/or any parts of the New Buildings if it so desires at its own costs and expenses. The Promoters and/or affiliates will not be liable to make any payment of any nature to Purchaser(s) and/or the occupant/s of the other Premises in the New Buildings and/or the co-operative society or limited company in respect of the displays.
27. The Purchase(s) confirms that the Purchaser(s) has/have entered into this Agreement out of his/her/its own free will and without any coercion and after reviewing and understanding a draft of this Agreement. The Purchaser(s) has/have obtained suitable



advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

28. The Purchaser(s) hereby declare/s that (a) he/she/they/it has gone through this Agreement and all the documents related to the Property; (b) has expressly understood the contents, terms and conditions of the same; and (c) the Promoters have entered into this Agreement with the Purchaser(s) relying solely on the Purchaser(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with. Therefore, the Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Promoters and their respective successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).
29. The Purchaser(s) if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s)/modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc., and provide the Promoters with such permission, approvals which would enable the Promoters to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser(s) understands and agrees that in the event of any failure on his/her part to comply with applicable guidelines issued by the Reserve Bank of India then he/she shall liable for action under the FEMA as amended from time to time. The Promoters accept no responsibility in this regard. Whenever there is any change in the residential status of the Purchaser(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittance on behalf of any purchaser and such party shall not have any right in the application/allotment of the said Premises applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser(s) only.



30. Any delay or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser(s) shall not be construed as a waiver on the part of the Promoters for any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser(s) nor shall the same in any manner prejudice the rights of the Promoters.
31. It is understood between the parties that images, pictures, colours, furniture shown/ contained in marketing collateral, if any, are indicative and for space planning purposes only and shall not be included as part of the said Premises. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of brochure, etc. The Promoters shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on marketing material, advertisement, brochure, etc.
32. Notwithstanding anything contained herein, it is agreed between the parties hereto that the sample Premises if any, constructed by the Promoters and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the Premises, and the Promoters are not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample Premises, other than as expressly agreed by the Promoter under this Agreement.
33. **Promoter shall not mortgage or create a charge:** The Purchaser(s) hereby gives his/her/their express and specific consent to the Promoter to raise financial facilities/any loan (in addition to the existing loans; if any) against the Project and to mortgage the same and/or create a charge thereon including on receivables from the Project with any bank(s)/ financial institution(s) or any other party. This consent is on the express understanding that any such loan and the liability thereof, if any shall be cleared by the Promoters only at their expenses. The Lender/Security Trustee has issued NOC for the sale of the said Premises, a copy of which is hereto annexed and marked as "Annexure H". After the Promoters executes this Agreement, the Promoters shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Premises.
34. **Binding effect:** Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with 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 Promoters. If the Allottee(s) fails to execute and deliver to the Promoters 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 Promoters, then the Promoters 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 receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever as per provisions of this Agreement.

35. **Entire agreement:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises, as the case may be.
36. **Right to amend:** This Agreement may only be amended through written consent of the Parties.
37. **Provisions of this agreement applicable to allottee(s)/ subsequent allottees:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Premises, in case of a transfer, as the said obligations go along with the Premises for all intents and purposes. For the purposes of this Agreement, transfer shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (a) the said Premises or any part thereof or (b) the benefit of this Agreement and/or (c) in case the Purchaser is a company, directly or indirectly, the change in (i) control and/or management and/or (ii) shareholding constituting more than 25% of the voting rights and/or economic interest, (d) in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.
38. **Severability:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
39. **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 Project, the same shall be in

proportion to the carpet area of the Premises to the total carpet area of all the Flats in the Project.

40. **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.
41. **Place of execution:** The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee(s), and after the Agreement is duly executed by the Allottee(s) and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.
42. The Allottee(s) and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Allottee(s) / the Promoter will attend such office and admit execution thereof.
43. That all notices to be served on the Allottee(s) and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoters by Registered Post A.D. or Under Certificate of Posting or email at their respective addresses notified by parties to each other from time to time.
- It shall be the duty of the Allottee(s) and the Promoters to inform each other of any change in address/email id subsequent to the execution of this Agreement in the above address by Registered Post/UCP/email; failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee(s), as the case may be.
44. **Joint allottees:** That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her shall for all intents and purposes to consider as properly served on all the Allottees.
45. **Stamp Duty and Registration:** The Purchaser(s) and the Promoters shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Parties will attend such office and admit execution thereof. The Purchaser(s) alone shall bear and pay the amounts payable towards the stamp duty and registration charges on this Agreement. The Purchaser(s)



alone shall be liable to bear and pay all other charges, costs and expenses incidental to or in connection with this Agreement.

46. **Dispute Resolution:** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
47. **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 and the Mumbai courts will have the jurisdiction for this Agreement.

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

THE SCHEDULE I ABOVE REFERRED TO:

1ST ACQUIRED LAND

All that piece and parcel of land bearing Cadastral Survey No. 1/309 of Tardeo Division admeasuring 2,227.17 square meters, lying, being and situate at Tardeo, in the Registration District and Sub-District of Mumbai City.

THE SCHEDULE II ABOVE REFERRED TO:

2ND ACQUIRED LAND

All that piece and parcel of land bearing Cadastral Survey No. 2/309 of Tardeo Division admeasuring 3,002.79 square meters, lying, being and situate at Tardeo, in the Registration District and Sub-District of Mumbai City.

THE SCHEDULE III ABOVE REFERRED TO:

FREEHOLD LAND

All that piece and parcel of land bearing Cadastral Survey No. 309 of Tardeo Division admeasuring 1,008.29 square meters, lying, being and situate at Tardeo, in the Registration District and Sub-District of Mumbai City.



THE SCHEDULE IV ABOVE REFERRED TO:
SAID PROPERTY

All that piece and parcel of land in aggregate admeasuring 6,238.25 square meters bearing Cadastral Survey Nos. 309, 1/309 and 2/309 along with buildings/chawls/structures standing thereon lying, being and situated at Tardeo, in the Registration District and Sub-District of Mumbai City and bounded as follows, that is to say, -

On or towards the North	:	by property of Morarji Ratansey
On or towards the South	:	by Tukaram Javji Marg
On or towards the East	:	by property bearing Cadastral Survey No. 310
On or towards the West	:	by Bhatia General Hospital

THE SCHEDULE V ABOVE REFERRED TO:
DESCRIPTION OF THE SAID FLAT, CAR PARKING,
CONSIDERATION & PAYMENT TERMS

PART A	
Details of Flat	Flat bearing Number _____ admeasuring on or about _____ sq. mtrs. of RERA Carpet Area and Balcony area of _____ sq. mtrs. on the _____ Floor of Tower _____, together with the right to park _____ () Car(s) in the car parking area of the New Buildings of the Project to be known as "Aaradhya Aavaan", situated on land bearing Cadastral Survey Nos. 309, 1/309 and 2/309 lying, being and situate at Tardeo, in the Registration District and Sub-District of Mumbai, Tardeo Division, located at Tukaram Javji Marg, next to Bhatia Hospital, Tardeo, Mumbai – 400007.
PART B	
Total Consideration (excluding all applicable taxes and Other Charges)	Rs. _____ /- (Rupees _____ Only).
Amount received (excluding all applicable taxes and Other Charges)	Rs. _____ /- (Rupees _____ Only).

OTHER CHARGES:

Sr. No.	Details	Amount (Rs.)
1.	Legal Charges	
2.	Club House Charges	
3.	Society and Apex Body Formation	
4.	Share Money and Entrance Fees of the Society	
5.	Water and Electricity Charges	
6.	Infrastructure and Development Charges	
7.	Advance deposit for the maintenance, management and upkeep of the building as also taxes and other outgoings (@ Rs. __ on RERA Carpet Area for __ Months) (excluding property tax)	
8.	Corpus Fund (@Rs. __ on RERA Carpet Area)	
9.	Refundable Security Deposit	

Notes:

- The list of charges mentioned hereinabove are indicative and not exhaustive and you hereby agree to pay all or any such other charges, fees or levies or additional charges and any increases thereon which we may indicate to you from time to time.
- All taxes including Goods and Service Tax (GST) or any other statutory taxes/ levies/ cess that may be imposed as applicable shall be paid by you. It is expressly understood that the Other Charges mentioned herein do not include any taxes/ levies/ cess. Any other incidental or consequential charges, if any, shall be charged extra.

PAYMENT SCHEDULE:

Details	% Due	Amount (Rs.)
On Booking	9.9%	
Within 30 Days of Booking	10.1%	
On Completion of Excavation	10%	
On Completion of Basement Level 2	10%	
On Completion of Plinth/Ground	5%	
On Completion of Podium 5	5%	
On Completion of Stilt	5%	
On Completion of 10th Floor Slab	2%	
On Completion of 20th Floor Slab	2%	
On Completion of 30th Floor Slab	2%	

On Completion of 40th Floor Slab	2%	
On Completion of 50th Floor Slab	2%	
On Completion of 60th Floor Slab	2%	
On Completion of Terrace Slab	3%	
On Completion of Walls of the said Flat	5%	
On Completion of Flooring, Doors, sanitary fittings of the said Flat and Staircases, Liftwells, Lobbies upto the Floor Level of the said Flat	5%	
On Completion of Terrace with Water Proofing of the Building	5%	
On Completion of External Plumbing, External Plaster, Elevation and glass facade of the building, lifts and water pumps and Electrical fittings to the floor level of the said Flat	10%	
At the time of Possession	5%	
Total Rupees _____ Only	100%	

*All taxes including Goods and Service Tax (GST) or any other statutory taxes/ levies/ cess that may be imposed as applicable shall be paid by you. It is expressly understood that the Total Consideration mentioned herein do not include any taxes/levies/cess/other charges.

THE SCHEDULE VI ABOVE REFERRED TO:

INTERNAL FLAT FINISHES, FITTINGS, FIXTURE AND EXTERNAL FINISHES

Sr. No.	Area	Description
1	Main Flooring	Marble in Living room, Kitchen & bedrooms
2	Deck flooring	Wooden finish tile
3	All Toilet Flooring	Marble / Vitrified Tile
4	All Toilet Dado	Marble / Vitrified Tile
5	Kitchen Dado	Quartz / Vitrified Tile
6	Kitchen Utility Flooring	Vitrified Tile
7	Kitchen Platform	Quartz / Colored Granite
8	Modular Kitchen	Platform with lower & overhead cabinets
9	Kitchen Sink	Double bowl sink
10	Door Frames	Teakwood
11	Door Shutters	Veneer finish flush door
12	Intercom system	IP Based intercom system
13	Window Sill	Quartz / Granite
14	CP & Sanitary	Hansgrohe - Duravit or equivalent
15	Toilet & Kitchen exhaust Fan	




16	Switch sockets	Legrand series or equivalent
17	AC	In all Rooms except kitchen
18	Servant room flooring (separately provided)	600 x 600mm tile
19	Servant room Toilet Floor & Dado	600 x 600mm tile (glossy for dado & antiskid for flooring)
20	Geysers	Reputed Brand Instant geysers or Boilers
21	Windows	Anodised Aluminum thin section windows
22	Electrical points	Sufficient electrical points to be provided
23	Internal Paint	Lustre paint in ivory shade

**THE SCHEDULE VII ABOVE REFERRED TO:
COMMON AREA AMENITIES AND FACILITIES**

Common Facilities / Amenities		
1	Lifts	High Speed elevator of Schindler/Kone/Otis or equivalent
2	Parking	Surface & Mechanical Parking in Basement & Podiums
3	CCTV	CCTV surveillance in common areas (Entrance lobby, Lift Lobby, Staircase, Stilt areas, Terrace clubhouse (Enclosed areas), Open to Sky Terrace areas
4	Entrance lobby	Double Height Air Conditioned, Marble finished Decorative Grand Entrance lobby
5	Alternate power supply	DG set or Alternate Power supply for common areas
6	Fire fighting	Fire protection system as per CFO norms
7	External Bldg Finish	Texture Paint / Cladding
8	OWC	Organic Waste Converter
9	Intercom	IP based Intercom System
10	Watchman cabin	Cabin as per Architecture planning
11	Compound wall	Decorative Compound Wall
12	Structure	Earthquake Resistant Structure
13	Antitermite treatment	Anti-termite treatment through recognised pest control agency
14	Substation	
15	Sewage Treatment Plant	
Open to Sky Amenities		
1	Swimming Pool	Kids Pool & Lap pool with Deck seating & Changing rooms
2	Multipurpose Court	
3	Cricket pitch with Net	

4	Reflexology Path	
5	Kids outdoor play area	
6	Infinity Pool with Jacuzzi	Infinity Pool with Changing rooms, Jacuzzi, observatory deck area
7	Outdoor Café	
8	Zen garden / Meditation zone	
Clubhouse - Amenities		
1	Bowling Alley with Lounge	
2	Jungle Gym for kids	
3	Golf Simulator	
4	Cyber Lounge	
5	Arcade Playzone area	Playstation, Video games
6	Teen Zone / Indoor Kids Play area	Carrom Board, Foosball, Ice Hockey, Table Tennis, Chess
7	Mini Theatre	
8	Banquet with Kitchen	
9	Private Dining	
10	Restaurant / Café with Kitchen	
11	Unisex Spa	
i	Reception area	
ii	Massage Rooms	
iii	Escape zone	
iv	Foot Spa area	
v	Jacuzzi	
vi	Steam room	
vii	Vichy Shower	
viii	Hammam Bath	
12	Sports Bar	
13	The Den / Indoor play area (Adults)	
14	Guest Rooms - 2nos	
15	Gym	
i	Cardio Section	
ii	Weight training section	
iii	Yoga & Zumba	
16	Salon	

SIGNED AND DELIVERED

By the within named "**PROMOTER 1**":
SHREEPATI SKIES (R R CHATURVEDI)
by the hand of its **Authorised Signatory**

In the presence of:

SIGNED AND DELIVERED

By the within named "**PROMOTER 2**":
MAN VASTUCON LLP
by the hand of its **Designated Partner/**
Authorised Signatory

In the presence of:

SIGNED AND DELIVERED

by the within named "**ALLOTTEE(S)/PURCHASER(S)**":

In the presence of:



Shreepati Skies

RECEIPT

RECEIVED from the Allottee(s)/Purchaser(s) a sum of Rs. _____/- (Rupees _____ only) being Part Payment towards Total Consideration of the said Premises.

For Shreepati Skies (R R Chaturvedi) We say received,
For Man Vastucon LLP

Authorised Signatory

Authorised Signatory

Witness:

