

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) made at Mumbai on this day of July, 2017,

BY AND BETWEEN

“SUCHITA - ORANGE HDM PROJECT” an unincorporated joint venture, through its constituents:

- (1) **SUCHITA CONSTRUCTION COMPANY**, a registered partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, having its Registration No. BA/ 89814, through its partners **(1) MRS. SUCHITA RAJENDRA SINGH and (2) MR. RAJENDRA INDRADEV SINGH**, both adults, Indian Inhabitants of Mumbai, having its registered office at 415, Suchita Business Park, YashwantJadhavMarg, Ghatkopar East, Mumbai 400 077, (hereinafter referred to as **SUCHITA**, which expression shall unless repugnant to the meaning and context thereof, mean and include its partners from time to time and successors and assigns);

AND

- (2) **M/s. ORANGE HOMELAND PVT. LTD.**, a company duly registered under the provisions of the Indian Companies Act, 1956, through its Director, **MR. VISHAL R. GUPTA**, having its CIN No.U45200MH2016PTC273005, and having registered office at B-110, Shreyas Industrial Estate, off Western Express Highway, Goregaon (East), Mumbai - 400 063, (hereinafter referred to as **ORANGE**, which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its official assignees, their successors, administrators and assigns) and **SUCHITA and ORANGE** shall hereinafter be jointly referred to as **“the Promoter / the Joint Venture/ Suchita-Orange HDM**

Project” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the constituents or the constituent for the time being and the heirs, executors, administrators of the last surviving constituent and the successors and assigns as may be applicable) of the **ONE PART**;

AND

Mr/Mrs/Miss/Messrs., an adult, Indian Inhabitant(s) having his/her/their address for the purpose of these presents _____ at _____

OR

_____, a partnership firm, through its Partner Mr./Ms. _____, registered under the Indian Partnership Act, 1932, and having its registered office at _____

OR

_____, a Company registered under the Indian Companies Act, 1956/Companies Act 2013, through its Director Mr./Ms. _____ having its _____ registered _____ office _____ at _____

hereinafter referred to as “Allottee/s” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from

time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **OTHER PART**.

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

WHEREAS, the MCGM is the owner in respect of all that pieces and parcel of the land admeasuring 2818.70 square meters, lying and being situated at Hirachand Desai Road, Ghatkopar West, Mumbai 400 086 in the Registration District and Sub-District of Mumbai, bearing C.T.S. No. 3214, T.P.S. No. II, final plot no. 11, Village Ghatkopar, Taluka Kurla and more particularly described in the First Schedule hereunder written and a copy of the property card is annexed hereto and marked as Annexure A and demarcated in Black Column boundary lines is the copy of the plan annexed hereto and marked as Annexure B (hereinafter referred to as "**the said PROPERTY**");

AND WHEREAS the said Property is reserved for the Municipal Market and MCGM has constructed various structures and established a market and the structures standing thereon having 49 Licence holders, hereinafter referred to as the "**LICENSE HOLDERS**";

AND WHEREAS, the said Licence Holders have formed an Association known as Hirachand Desai Municipal Complex Vyapari Mandal, a society duly registered under the provisions of Bombay Public Trusts Act, under Registration No. GBBSB 385 of 2.6.1992, having its registered office at Hirachand Desai Municipal Complex Building, Hirachand Desai Marg, Ghatkopar (West),

Mumbai - 400 086. (For brevity sake, the said Hirachand Desai Municipal Complex VyapariMandal is hereinafter referred to as the said "Association");

AND WHEREAS, by virtue of Articles of Agreement dated 18.5.2000, executed by and between the Association and party of the firstly of the First Part, i.e. Suchita (therein referred to as the Promoters), the said Association has appointed the party hereto of the firstly of the First Part as Promoters and also executed a Power of Attorney in favour of Suchita in respect of the Property described in the First Schedule hereunder written for the redevelopment of the said Property as per the terms and conditions mentioned therein;

AND WHEREAS, the Municipal Corporation of Greater Mumbai has issued Annexure II for redevelopment of HIRACHAND DESAI MUNICIPAL MARKET vide letter No. Market/ 399/ 2004 dated 24.11.2004 for redevelopment of the Hirachand Desai Municipal Market, lying and being situated at Hirachand Desai Marg, Ghatkopar (West), Mumbai - 400 086, in the Registration District and Sub-district of Mumbai, bearing Final Plot No. 11, Town Planning Scheme II, bearing C. T. S. No. 3214, Village GhatkoparKirol, TalukaKurla, and more particularly described in the First Schedule hereunder written, in favor of the party of Suchita, being the Promoter in respect of the said Hirachand Desai Municipal Market. (For brevity sake, the said Hirachand Desai Municipal Market is hereinafter referred to as "**the HIRACHAND DESAI MUNICIPAL MARKET/MARKET**" hereto annexed and marked as Annexure II is the copy of the scheme and marked as Annexure C);

AND WHEREAS Suchita had submitted a proposal to develop the Hirachand Desai Road Municipal Market to MCGM as per the guidelines of MCGM through the architect Mr. M.N. Shah ;

AND WHEREAS, pursuant to the said scheme, envisaged by Municipal Corporation of Greater Mumbai (hereinafter referred to as the "**CORPORATION**") and development rights granted by the Association, Suchita had acquired development rights in respect of the Property described in the First Schedule hereunder written, as per the terms and conditions described in the Scheme and the said agreement with the association;

AND WHEREAS the Corporation formulated a comprehensive policy for redevelopment of all municipal markets in the city of Mumbai and suburban, which was approved by the State Government of Maharashtra as per approval letter dated 27/02/2004 bearing no. TPB 432001/741/CN 43 /02/ YD-11;

AND WHEREAS the Corporation processed the proposal of Suchita in accordance with the said policy and issued Annexure II as per the letter dated 24/11/2004 bearing no. market/399/2004;

AND WHEREAS Suchita applied for Annexure I i.e. Letter of Intent (LOI) and complied with all the requisitions as per the policy and the Corporation granted/issued the LOI to Suchita to redevelop the said Market as per the letter dated 29/04/2010 bearing no. ACM/ MKT/145/2010 (hereto annexed and marked as Annexure A) on the terms and conditions mentioned in the said letter;

AND WHEREAS Suchita appointed another architect M/s. Daisaria& Associates for planning and approval of building plan and submitted the building plans for approval to the building proposal department of the Corporation and the building proposal department and after scrutinizing the proposal the MCGM issued the I.O.D. letter dated 25/11/2013, which is further revised as per letter dated 29/02/2016 bearing no. CE/6551/BPES/AN (hereto annexed and marked as Annexure B collectively);

AND WHEREAS Suchita complied with various requisitions of I.O.D. by obtaining several N.O.C.'s and permissions from various authorities, and Suchita has also obtained the consent of all the License Holders and submitted the same with the Corporation's concerned department for vacating their respective shops/ galas for the purpose of redevelopment;

AND WHEREAS Suchita due to its other commitments and being pre-occupied with other projects are not in a position to attend to the affairs of the project expeditiously and the party of the secondly of the First Part, i.e. Orange has expertise in infrastructures of building constructions and marketing etc., and since the parties hereto are known to each other since long and as such have negotiated to develop the said Property of the Municipal Market jointly and have

arrived and agreed as mentioned therein and entered into Joint Venture Agreement dated 7th day of December, 2016 between the parties hereto of the firstly of the First Part and secondly of the First Part hereinabove mentioned, under the terms and conditions to redevelop the said Market jointly (hereinafter termed as JV for the sake of convenience);

AND WHEREAS, Municipal Market redevelopment scheme is proposed to be developed by private participations basis with the Municipal Corporation of Greater Mumbai wherein the Promoters have been given a right by the Corporation for joint development of the property described in the First Schedule hereunder written as per terms and conditions of LOI dated 25/11/2015;

AND WHEREAS the parties are desirous to carry out the redevelopment in a Joint Venture under the names and style of "Suchita Orange HDM Project";

AND WHEREAS, subject to the terms and conditions mentioned in the said scheme envisaged by the Municipal Corporation of Greater Mumbai, and in terms with the Agreement of Association, the party of the Suchita and Orange are entitled to develop the said Property and after providing for alternate accommodation to the License Holders of the said Association and Corporation's shares, and area to be provided to the scheme as per Annexure II, the Promoters are entitled to sell from the saleable area to the prospective purchasers in the open market;

AND WHEREAS the structure on the said Property described in the First Schedule hereunder written has been demolished by the Promoters and the Promoters have obtained the C.C., from M.C.G.M. vide no. CHE/ES/ D433/ L-N/337(New) dated: 13/01/2017 (hereto annexed and marked as Annexure "C") and the Promoters are constructing the proposed multi-storeyed commercial building known as "**O&S BUSINESS SUITES**";

AND WHEREAS redevelopment of the said building known as O & S Business Suites in the Suchita Orange HDM Project is proposed as a "real estate project" by the Promoters and the Promoter will register the same as a 'real estate project' (hereinafter referred to as "**the Real Estate Project**") with the Real Estate Regulatory Authority (hereinafter referred to as the "Authority"), under the

provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules");

AND WHEREAS Suchita and Orange as per Proposed shall construct and handover an area having built up area of **4079.42** square meters to MCGM being a buildable reservation affecting the said Land (hereinafter referred to as "MCGM AREA");

AND WHEREAS Suchita and Orange are vested with the rights to develop the said Property by utilization of free sale component, as may be increased from time to time (hereinafter referred to as the "**Free Sale Component**");

AND WHEREAS the Promoters are entitled to develop the Free Sale Component and are constructing a mixed-use project thereon;

AND WHEREAS the Allottee demanded from the Promoters, and the Promoters have given inspection to the Allottee of all the documents of title relating to the said Property, viz. L.O.I., Annexure II, I.O.D., C.C., MCGM approved redevelopment plan, Property Card, R. C. C. Plan, Joint Venture Agreement and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "**the said Act**") and the Rules made there under and as also in the Real Estate (Regulation and Development) Act, 2016 [hereinafter referred to as "**RERA**"], and Allottee has satisfied himself / herself / themselves to the title of the said Property and has hereby agreed to purchase from the Promoters, Unit Bearing No. ____, measuring ____ square meters (Carpet), situated on the ____ floor, of building to be known as "**O&S BUSINESS SUITES**" being constructed on the said Property described in the First Schedule hereunder written, which is earmarked and demarcated in RED colour in the typical floor plan annexed hereto and marked as Annexure ____ and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "**said UNIT/PREMISES**") for a total sale consideration of **RS. _____/- (RUPEES**

_____ ONLY);

AND WHEREAS the Purchaser had applied for an Unit in the said Project vide Letter of Reservation no. _____ dated _____ and has been allotted Unit no. _____ having carpet area of _____ square feet, type _____, on _____ floor in Wing _____ along with garage/closed parking no. _____ admeasuring _____ square feet, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act;

AND WHEREAS the principal and material aspects of the development of the Real Estate Project as disclosed by the Promoters, are briefly stated below:

- (i) The said Building consisting of 2 Wings, A Wing shall be known as HIRACHAND DESAI MAHAPALIKA MANDAI and Wing B shall be known as '**O&S BUSINESS SUITES**'.
- (ii) As on date the MCGM has sanctioned 1 Building having 2 wings comprising of basement, 1 ground floor, and 5 upper floors (proposed 8 upper floors) i.e. habitable floors.
- (iii) The Real Estate Project shall comprise of 62 units/premises for rehab/MCGM of which 49 units shall be allotted to the existing members and 13 units to the MCGM & 93 Units for sale
- (iv) Total FSI of **4082.39** sq meters has been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume a further FSI of **3517.84** sq meters aggregating to total FSI of **7600.23** sq meters in the construction and development of the Real Estate Project;
- (v) The common areas, facilities and amenities in the Real Estate Project that may be usable by the

Allottee/s are listed in the **Second Schedule** hereunder written ("**Real Estate Project Amenities**").

- (vi) The Promoter shall be entitled to put hoarding/boards of their Brand Name, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoters shall also be entitled to place, select, decide hoarding/boardsites.
- (vii) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clauses ___ to ___ below.

AND WHEREAS the principal and material aspects of the development of the Free Sale Land as disclosed by the Promoter are briefly stated below-

- (i) The area of the Free Sale Land presently is **2041.80** square meters which is to be developed in a phase/wing-wise manner.
- (ii) The Free Sale Component as per present sanction plans comprises **47** Units subject to necessary approvals, permissions and proposed Development Plan coming into force, Accordingly, there may be corresponding reduction in the open space in the said Land and increase in the area of the Free Sale Land.
- (iii) Total FSI of **3520.81** square meters is proposed to be utilized in the Free Sale Component.
- (iv) The Allottee/s has perused the copy of the Proposed Layout Plan (hereinafter referred to as the "**Proposed Layout Plans**") and which are annexed to this Agreement as **Annexure "E"** (collectively), which specifies the location of the new/future/further buildings/ wings to be built on

the said Land, depending upon the grant of the relevant approvals and permissions and also, the tentative locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate. The detail of floors of the Building and each Free Sale Unit/s to be constructed in Free Sale Component based on the permissions and approvals to be obtained is more particularly set out in Annexure "F", annexed hereto. The Allottee/s shall not raise any objection to the development of the said Land and /or the Real Estate Project so far as it is consistent with either of the Proposed Layout Plan.

The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s are listed in the Second Schedule hereunderwritten.

(v) Promoters shall be entitled to put hoarding/boards of their Brand Name, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and on the façade, terrace, compound wall or other part of the buildings/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

(vi) The Promoters shall be entitled to confer title / cause to confer title of particular wing to such Other Societies, as mentioned at Clauses ___ to ___ below.

(vii) The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the Free Sale Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Free Sale Land are set out in the Clauses ___ to ___ below.

(viii) The statutory approvals mandatorily require the Promoters to hand over certain stipulated percentage of the said Land to the concerned authorities or develop the same as public amenity. The Promoter shall have determined and identified the portion and location of the said Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the said Land left over after handing over the stipulated percentage, if any, to the MCGM or statutory authority and/or developing as a public amenity, only would be available either for transferring to the Apex Body.

(ix) The nature of development of the said Land will be wing wise and would constitute a mixture of users as may be permissible under applicable law from time to time.

(x) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.

(xi) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Land (defined below), in full or in part, as may be required by the applicable law from time to time.

AND WHEREAS the Promoters have entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional

supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project;

AND WHEREAS the Promoters have the right to sell the said Premises in the Real Estate Project to be constructed by the Promoters, to enter into Agreement/s with the Allottee/s of the Premises, and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/s; the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Promoter's Architects, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:

- (i) The Joint Venture Agreement dated 7th December, 2016 between SUCHITA CONSTRUCTION COMPANY and ORANGE HOMELAND PVT. LTD.
- (ii) Letter of Intent dated 29/04/2010 bearing no. ACM/MKT/145/2010;
- (iii) IOD Dated 29/2/2016 issued by MCGM in favour of SUCHITA CONSTRUCTION CO.
- (iv) Commencement Certificate Dated 12/1/2017 in favour of SUCHITA CONSTRUCTION CO. issued by MCGM granting permission to construct the buildings, in the manner and on the terms and conditions set out therein.
- (v) Letter dated 07/04/2015 issued by Airport Authority of India, whereby Airport Authority of India has accorded its NOC for height clearance for Real Estate Project for 56.90 meters Above Mean Sea Level, in the manner as stated therein.
- (vi) All the approvals and sanctions of all the relevant authorities issued till date for the development of the said Land including the layout plan, building plan, floor plan

and the commencement certificate; and

- (vii) Advocate Nilesh Joshi has issued his Title Report dated 20/07/2017 giving the opinion on the title of the Promoter to develop the said Property ("**the said Title Report**"). A copy of the Title Report is annexed hereto and marked as Annexure "G".

AND WHEREAS while sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate / Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority;

AND WHEREAS further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, and (ii) approvals and sanctions from other relevant statutory authorities the details whereof are annexed hereto and marked as **Annexure "F"** hereto are applied for and/or in process of being obtained and/or obtained by the Promoter.

AND WHEREAS the Promoters have accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove;

AND WHEREAS the carpet area of the said Premises as defined under the provisions of Real Estate (Regulation and Development) Act, 2016, is square meters;

AND WHEREAS the Promoters have agreed to sell to the

Allottee/s and the Allottee/s has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price of Rs _____/- (Rupees _____ only) and upon the terms and conditions mentioned in this Agreement (“**Sale Consideration**”). Prior to the execution of these presents, the Allottee/s has paid to the Promoter a sum of Rs. _____/- (Rupees _____ only), being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge);

AND WHEREAS under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

AND

WHEREAS the list of Annexures attached to this Agreement are as follows:

AND WHEREAS In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase and acquire, the said Premises;

AND WHEREAS the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

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

1. All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of Real Estate (Regulation and Development) Act, 2016.

2. The Promoter shall construct the Real Estate Project being the said Building known as 'O&S Business Suites', which as presently envisaged inter-alia comprises of 1 basement + ground floor 8 upper habitable floors in accordance with the plans, designs and specifications as referred hereinabove, and as approved/to be approved by the MCGM and other competent authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee /s and are listed in the Second Schedule hereunderwritten.

PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the Premises of the Allottee/s; except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee/s. However, the Allottee/s confirm that the Promoter shall not be required to take consent as long as the Promoter is constructing as per the Proposed Layout Plans.

3. **Purchase of the Premises and Sale Consideration:**

(i) The Promoter has agreed to sell to the Allottee/s and _____ the Allottee/shas/have agreed to purchase from the Promoter on ownership basis, the said Premises being a Unit bearing no. [•] admeasuring [•] ([•]) square feet of carpet area (i.e. [•]([•]) square metres) (as per RERA) on the [•] ([•]) habitable floor and more particularly described in the Third Schedule hereunder written, and as shown in red colour boundary line on the plan annexed hereto and marked as Annexure "I" in the said Building in the Free Sale Component, which is more particularly described in the Third Schedule hereunder written, at or for consideration of Rs. ___/- (Rupees _____ only) ("the Sale Consideration"). The said _____ Premises shall contain amenities as set out in the **Fourth Schedule** hereto.

(ii) The Allottee/s has paid before this Agreement, a sum of Rs. _____/- (Rupees _____ only) (which does not exceed 10% of the Sale Consideration) as advance payment and hereby agrees to pay to the Promoter the balance amount of Sale Consideration Rs. ___/- (Rupees _____) in the following manner:

- i. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters as earnest money on execution of these presents, the receipt of which the Promoters doth admit and acknowledge and discharge to the Purchaser therefrom;
- ii. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of Basement work of the said Building

- iii. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of plinth work of the said Building;
- iv. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of the first slab of the said Building;
- v. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of the second slab of the said Building;
- vi. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of the third slab of the said Building;
- vii. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of the fourth slab of the said Building;
- viii. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of the fifth slab of the said Building;
- ix. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of the sixth slab of the said Building;
- x. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of the seventh slab of the said Building;
- xi. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of the eighth slab of the said Building;

- xii. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of the Ninth slab of the said Building
- xiii. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of brick work of the said Building;
- xiv. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of electrical and plumbing work of the said Building;
- xv. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on commencement of Glass Clading work of the said Building
- xvi. Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser to the Promoters on handing over the possession of the said Unit in the said Building;

(iii) The Promoters shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the said Building as detailed in the Clause 3(ii) above (the payment at each stage is individually referred to as “**the Installment**” and collectively referred to as “**the Installments**”). The payment shall be made by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the Installment, time being the essence of the contract. A notice / intimation forwarded by the Promoter to the Allottee/s that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.

(iv) The payment by the Allottee/s in accordance with the

Clause 3(ii) is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Promoter has agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration *inter-alia* because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed in the Clause 3(ii) herein. All the Instalments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.

(v) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

- (vi) The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and / or incidental charges in connection with the documents to be executed for the sale of the said Premises including on this Agreement and expenses on all documents for sale and / or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement.
- (vii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- (viii) The Promoter may allow, in its sole discretion, a rebate for early payments of equal Instalments payable by the Allottee/s by discounting such early payments at the rate of % (percent) per annum for the period by which the respective Instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any

revision/withdrawal, once granted to the Allottee/s by the Promoter.

- (ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If

there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s; If there is any increase in the carpet area allotted to Allottee/s; the Promoter shall demand additional amount from the Allottee/s towards Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee/s; as the case may be, under this Clause 3(ix), shall be made at the same rate per square meter as agreed in Clause 3(i) above.

- (x) The Allottee/s authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter

may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in anymanner.

(xi) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and are listed in the **Second Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **FourthSchedule** hereunderwritten.

(xii) The Promoter herein is entitled to handover 50% car parking spaces from the said Real Estate Project in favour of the MCGM and the existing Members of the said Society and 50% car parking spaces shall be reserved for the new members in the said Building.

(xiii) The Allottee/s is/are further desirous of using for himself/herself___()parkingspaces/slotsbeing either single /stack (as may be determined by the Promoter) in the basement/ Podium of the Building and/or on the Free Sale Building/s and / or on the Free Sale Land, as the case may be, ("**the said Car Parking Space**") and the same shall be limited common areas and facilities. Acceding to the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Promoter, the Promoter has agreed to allot to the Allottee/s for a consideration of Rs. _____ (Rupees _____ Only), for the right to use the said Car Parking Space for himself/herself/his visitors/guests on the terms and conditions hereinafter appearing. The

Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said car parks by the Promoter and/or the Society and / or the Apex Body (as the case may be) and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Promoter and / or the Society and / or the Apex Body, as the case may be. The Purchaser agrees and confirms that he shall not raise any objection to the designations/selections of parking done / to be done by the Promoter for himself / herself and for other purchasers in the said Building.

(xiv) The Promoter has agreed to sell to the Allottee/s and the Allottee/s has agreed to acquire from the Promoter the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the said Premises. The Sale Consideration is only in respect of the said Premises and the Promoter has neither charged nor recovered from the Allottee/s any price or consideration for any Additional Areas and / or **Aggregate Areas**.

(xv) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s; obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.

(xvi) Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof. Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

(xvii) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favour of / to the account of the Promoter set out in the **Fifth Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of / to the account of the Promoter more particularly mentioned in the **Fifth Schedule** hereunder written. Any payments made in favour of / to any other account other than as mentioned in the **Fifth Schedule** shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoter either through its banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security of or the payment of each instalment of the Sale

Consideration. The Promoter shall be entitled to change the account (as set out in the Third Schedule) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account.

- (xviii) The Allottee is aware that the Allottee is required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and Rules made thereunder and the Allottee/s shall comply with the same and all the other provisions of the Income Tax Act and Rules made thereunder including but not limited to filing of relevant Forms and returns.
- (xix) The Allottee/s agrees and confirms that in the event of delay / default in making payment of the service tax, VAT, GST, TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.
- (xx) Notwithstanding anything contained herein, Allottee/s each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received

from the Allottee/s towards the payment of any Instalments of the sale consideration or any amount that may be owed by the Allottee/s to the promoter.

4. FSI, TDR and development potentiality with respect to the said Building:

- (i) The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recitals above and as depicted in the layout plans, at **Annexure "E"** hereto and Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

5. FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the said Project:

- (i) The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project on the said Land (by utilization of the full development potential) and develop the same in phase-wise manner and undertake multiple Free Sale Building/s / real estate projects therein and as depicted in the layout plans, at **Annexure "E"** hereto constituting the Proposed Layout Plan and the Proposed Potential and Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. The Allottee hereby gives its consent for development of the said Land in accordance with **Annexure "E"**.

6. Possession Date, Delays and Termination:

- (i) The Promoter shall give possession of the Premises to the Allottee/s on or before the date set out in the **Sixth Schedule** hereunder written ("**Possession Date**"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:
- (a) Any force majeure events;
 - (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
 - (d) Any other circumstances that may be deemed reasonable by the Authority.
- (ii) If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause 6(i)), then the Allottee/s shall be entitled to either of the following:
- (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2%

thereon for every month of delay from the Possession Date (“**the Interest Rate**”), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s; **OR**

- (b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post

A.D. at the address provided by the Promoter (“**Allottee/s Termination Notice**”). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated

and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (“Interest Rate”) to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or said Car Parking Space and the Promoter shall be

entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space in the manner it deems fit and proper.

(c) In case if the Allottee/s elects his remedy under Clause 6(ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 6(ii)(b)above.

(d) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paidtogetherwiththeinterestthereonattheInterestRate.

(e) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 6(ii)(d) above, and any other rights and remedies available to the Promoter, failure of the Allottee/s of performing and observing all the terms and conditions of this Agreement including committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) shall constitute an event of default

(“Events of Default”):

(f) Upon occurrence of an Event of Default, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s (**“Default Notice”**), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

(g) If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (**“Promoter Termination Notice”**), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; On the receipt of the Promoter Termination Notice by the Allottee/s; this Agreement shall stand terminated and cancelled.

(h) On the termination and cancellation of this Agreement in

the manner as stated in Clause 6(ii)(g) above:

The Promoter will be entitled to forfeit the following amounts ("**Forfeiture Amount**") as cancellation charges which the Allottee/s agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty an amount equivalent to 10% (ten per cent) of the Sale Consideration together with applicable taxes thereon service tax, VAT, GST and amount of brokerage, if any paid.

The Promoter will refund the balance, if any, without interest only after deducting and / or adjusting from the balance amounts, Service Tax, VAT and / or any other amount due and payable by the Allottee/s and / or paid by the Promoter in respect of the Sale Consideration.

(i) The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Premises or the Aggregate Areas or the said Car Parking Space or any part thereof for the Common Areas and Facilities and limited common areas and every part thereof and the Promoter shall be entitled to deal with and dispose of same to any other person/s as the Promoter deems fit in its sole and absolute discretion without any further act or consent from the

Allottee/s
and/or any notice or reference to the Allottee/s.

7. Procedure for taking possession:

- (i) Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee/s of the requisite Instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.
- (ii) The Allottee/s shall take possession of the said Premises within 15 days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoter as per Clause 7(ii) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 7(ii) above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises,

as applicable and as shall be decided by the Promoter.

- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Free Sale Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Free Sale Land. Until the Society is formed and the Society Transfer Document is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs.

_____/- (Rupees _____)

per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Transfer Document is duly executed and registered. On execution of the Society Transfer Document, the aforesaid deposits less any deductions as provided for in this

Agreement,
shall be paid over by the Promoter to the Society.

- (v) If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s; the Allottee/s bring to the notice of the Promoter any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project.

- (vi) The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of residential. The Allottee/s shall use the said Car Parking Space only for purpose of parking vehicle.

8. Facility Manager

- (i) The Promoter has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the said Building Land and / or the Free Sale Land / the said Building and / or the Free Sale Building/s, such decision shall be

final and binding until the lease deed in respect of the Free Sale Land is executed in favour of the Apex Body. Thereafter, subject to the provisions of the Clause 8(iii) below, the Society and / or the Apex

Body, as the case may be, shall be entitled to undertake the maintenance of the said Building or any part thereof in the manner it was handed over save and except normal wear and tear thereof. The Society and

/ or the Apex Body, as the case may be, shall create and maintain a Sinking Fund for the purpose of maintenance and if the Society and / or the Apex Body, as the case may be, commits default, the Promoter shall have a right to rectify the default and recover the expenses from the Society and / or the Apex Body, as the case may be. The Promoter may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

- (ii) The Promoter shall have the right to designate any space in the said Free Sale Land and/or the said or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Building. The Promoter shall also be entitled to designate any space on the said Building and/or in the terrace of the said Building to such utility provider either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building.

- (iii) Notwithstanding any other provision of this Agreement, the Promoter has right to and shall be entitled to nominate any person (“**Facility Manager**”) to manage the operation and maintenance of the Free Sale Building/s and / or the said Building, common amenities and facilities on the Free Sale Land after the completion of the development of the said Free Sale Component . The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ Allottee/s / occupiers of the premises in the manner as may be determined by the Facility Manager and / or the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary and the Allottee/s agrees that it shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards the maintenance charges determined by such agency and / or the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Building shall be borne and paid by the Allottee/s of the units / premises in the said Building alone;

- (iv) The Allottee/s agrees to abide by

any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager, including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the Common Areas and Facilities of the said Building and/or the said Land and the said FreeSaleBuilding/sconstructedthere on.

9. FormationoftheSocietyandOtherSocieties:

(i) Upon 51% of the total number of units/premises in the RealEstateProjectbeingbookedbyallottees,thePromoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERARules.

(ii) The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance withthe

provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members (“the Society”).

(iii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

(iv) The name of the Society shall be solely decided by the Promoter.

(v) The Society shall admit all purchasers of flats and premises in the said Building as members, in accordance with its bye-laws.

(vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.

(vii) Post execution of the Society Transfer Document, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project,

and the Allottee/sshall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

- (viii) Upon 51% of allottees of premises/units in the other Free Sale Building/s / real estate projects to be developed on the Free Sale Land having booked their respective premises/units, the Promoter shall submit application/sto the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular Free Sale Building/s / real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Other Societies**”). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other Free Sale Building/s / real estate projects comprised in the Free Sale Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.
- (ix) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable toward the same.

10. Transfer to the Society and Other Societies:

- (i) Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, the Real Estate Project with the common areas, facilities and amenities described in the **Second Schedule** hereunder written shall be transferred to the Society via a document, provided however that the O&S Business Suites Project Amenities shall be retained by the Promoter and shall not be transferred to the Society ("**Society Transfer Document**"). The Society shall be required to join in execution and registration of the Society Transfer Document. The costs, expenses, charges, levies and taxes on the Society Transfer Document and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Transfer Document, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same, subject to the terms of this Agreement.
- (ii) The Promoter shall execute and register similar Transfer Document to the Other Societies with respect to their respective Free Sale Building/s / real estate project.

11. Formation of the Apex Body:

- (i) Within a period of 3 months of obtainment of the Occupation Certificate of the last Free Sale

Building/s / real estate project in the layout of the Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“Apex Body”).

- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

12. Title of the Free Sale Land to the Apex Body:

- (i) The overall scheme of the development of the said Land including the Free Sale Land is presently being carried out under the provisions of Regulation 33(7) and 33(10) of the DCR. The Free Sale Land is owned by MCGM. Accordingly, the Free Sale Land shall be leased by MCGM in accordance with the applicable law, as may be prevailing from time to time. Nature of title of the Free Sale Land which the Promoter will give to the Apex Body shall be lease of the Free Sale Land in accordance with law. The terms embodied in this Clause are one of the principal, material and fundamental terms on which the said Premises is

agreed to be sold to the Allottee/s.

- (ii) Upon registration of the Apex Body, the Promoter shall take the necessary steps for execution of the lease of the Free Sale Component ("**Apex Body Lease Deed**") and transfer to the Apex Body of the Project Amenities viz., all areas, spaces, common areas, facilities and amenities in the Free Sale Land that are not already conveyed to the Society/Other Societies, in favour of the Apex Body and the same are more particularly described in the **Second Schedule** hereunder.

 - (iii) The Apex Body shall be required to join in execution and registration of the Apex Body Lease Deed. The costs, expenses, charges, levies and taxes on the Apex Body Lease Deed and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the execution of the Apex Body Lease Deed, the Apex Body shall be responsible for the operation and management and/or supervision of the Free Sale Land including any common areas, facilities and amenities and the Promoter shall not be responsible for the same, subject to terms of this Agreement.
13. The Allottee/s shall, before delivery of possession of the said Premises in accordance with Clause 7(ii) above, deposit the following amounts with the Promoter:
- (i) Rs.100/- (Rupees One Hundred Only) for share money, application entrance fee of the Society;
 - (i) Rs. 15,000/- (Rupees Fifteen Thousand Only) for

formation and registration of the Society and Apex Body;

- (ii) Rs. _____ /- (Rupees only) for proportionate share of taxes and other charges/levies (the amounts mentioned herein shall be paid by the Allottee/s at the first instance. Subsequent amounts towards the Allottee/s' proportionate share of municipal tax and outgoings shall be paid by the Allottee/s on demand from time to time) in respect of the Society and Apex Body;
- (iii) Rs. _____ /- (Rupees only) for deposit towards electricity; and
- (iv) Rs. _____ /- (Rupees _____ only) for Ad hoc maintenance charges for 18 Months (excluding property tax);
- (v) Rs. _____ /- (Rupees _____ Only) for Infrastructure Charges provided/ to be provided in layout of the said Land.
- (vi) Rs. _____ /- (Rupees _____ only) towards one time amenity usage fees.;

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter.

14. The Allottee/s shall pay to the Promoter a sum of Rs. 10,000/- (Rupees Ten Thousand Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/ Apex Body, for preparing the rules, regulations and bye-laws of

the Society/Apex Body, and, the cost of preparing and engrossing the Society Transfer Document, Apex Body Lease Deed and other deeds, documents and writings.

15. The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the lay out of the said Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other purchasers of units/premises in the Real Estate Project and/or on the Free Sale Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of units/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the said Land.

16. Representations and Warranties of the Promoter:

- (i) The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate:
- (a) The Promoter has clear and marketable title 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;
 - (b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
 - (c) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;
 - (d) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/s;-
 - (e) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project, shall be obtained by following due process of law and the

Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

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

(g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;

(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

(i)

At the time of execution of the Society Transfer Document, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Fourth Schedule hereunder written to the Society;

(j) The Promoter has duly paid and shall continue to pay and discharge undisputed

governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Transfer Document and

thereupon shall be proportionately borne by the Society;

- (k) 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 Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee/s;

17. The Allottee/s; with intention to bring all persons into whose hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby agrees and covenants with the Promoter as follows:-

- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.

(ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said 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 said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said 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 own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises 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 said 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 said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said 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 Real Estate Project in which the said 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 said Premises without the prior written permission of the 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 said Land and/or the Real Estate Project in which the said Premises 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 said Premises in the compound or any portion of the said Land and/or the Real Estate Project in which the said Premises is situated.

- (vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the RealEstateProjectinwhichthesaidPremisesissituated.
- (viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under thisAgreement.
- (ix) Not to change the user of the said Premises without the priorwrittenpermissionofthePromoterandSociety;
- (x) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or the said Car Parking Space and / or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with applicableinterestthereonattheInterestRateifany.Inthe event the Allottee/s is desirous of transferring the said Premises and / or the said Car Parking Space and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written

permissionofthePromoter.

(xi) The Allottee/s shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises 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 theSociety/Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and / or the said Car Parking Space and shall pay and contribute regularly and punctuallytowardsthetaxes,expensesorotherout-goings inaccordancewiththetermsofthisAgreement.

(xii)The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

(xiii) Till the execution of the Apex Body Lease Deed is executed in favour of the Apex Body, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon

the said Land, the buildings/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

(xiv) The said Building is currently known as Building "O&S Business Suites" and the Promoter shall be entitled to formally name the said Building at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Apex Body, as the case maybe.

(xv) It is agreed that the said Premises shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agrees that the Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Premises into a load bearing R.C.C. wall or vice versa and the Allottee/s hereby further agrees and irrevocably consents not to dispute or object to the same. The Allottee/s, along with any and all purchasers of the units and premises of the said Building, are strictly prohibited to make any structural changes internally in the concrete structure i.e. walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the said

Building. The said Premises shall contain amenities as set out in the **Sixth Schedule** hereto. The Promoter shall not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Premises or in the said Building. Further, though the Promoter has proposed to provide certain facilities such as common swimming pool and gymnasium, the Promoter has the right to add, alter, amend or delete any or all of the proposed amenities.

- (xvi) The said Premises in the said Building being premium in nature; the Allottee/s shall refurbish / fit-out/ interior works the said Premises in the manner the Allottee/s deem fit but only after seeking prior written consent of the Promoter with regard to the nature of refurbishment and fit-outs and after the plan thereof is duly approved by the Promoter, till the Long Stop Date. The Allottee/s agrees and covenants that the Allottee/s and / or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than as is prescribed in the fit-out rules as described hereinbelow. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Promoter shall provide electrical, plumbing and drainage connectivity upto the said Premises (high side) and hand over the said Premises without any interior walls, flooring and finishes. The Allottee/s confirm that no structural changes and / or structural

alterations of any nature whatsoever shall be made by the Allottee/s.

(xvii) Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall be permitted to fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its premises for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify/ dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein.

(xviii) Not to affix air conditioner/s at any other place other than those earmarked for fixings such premises so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the

said Premises. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify/dismantle the same so as to be in compliance with his/her/their/its obligations as mentioned herein .

(xix) To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Society and the Apex Body.

(xx) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the Building and / or the Free Sale Component and / or the said Property.

(xxi) Not to do or permit to be done any renovation / repair within the said Premises without prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Building on account of such renovation/repair.

(xxii) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society and / or the Apex Body, as the case may be, of the MCGM and other concerned authorities.

(xxiii) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises /Building in any manner whatsoever.

(xxiv) 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 Building and / or the Free Sale Component and the said Building.

(xxv) Not to do or permit to be done any act or thing which may render void or voidable any

insurance of the Building in which the said Premises is situated and / or the Free Sale Building/s or any part thereof or whereby an increased premium shall become payable in respect of the insurance .

(xxvi) To abide, observe and perform all the rules and regulations which the Society and / or the Apex Body may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and / or the Free Sale Building/s and for observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society and / or the Apex Body regarding the occupation and use of the said Premises in the said Building and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

(xxvii) Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Facility Manager and / or by the said Society and / or the Apex Body, as the case may be, for the purpose of maintenance and up-keep of the said Building/s and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the "Fit-out Rules").

(xxviii) The Allottee/s shall never in any manner enclose any flower beds / planters / ledges / pocket terrace/s

/ deck areas ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

(xxix) Shall not do either by himself / herself / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building and / or the Free Sale Building/s.

(xxx) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.

(xxxi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.

(xxxii) Shall not park at any other place and shall park all cars in the said Car Parking Space only as may be permitted / allotted by the Promoter.

(xxxiii) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.

(xxxiv) The Allottee/s shall permit the Promoter and their surveyors and agents and assigns with or without workmen and others at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Allottee/s is aware that the main water/drainage pipes of the said Building may pass through certain areas within

the said Premises. The Allottee/s agrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoter /the Facility Manager and/or their respective workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Premises for the purpose of maintenance, repair and upkeep of the water pipes and the Allottee/s hereby gives his express consent for the same.

(xxxv) The Allottee/s is aware and acknowledges that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units, premises, garages or other premises as herein stated comprised in the said Building and the Allottee/s undertakes that it shall not be entitled to raise any objection with respect to the same.

(xxxvi) The Allottee/s has been appraised of the terms and conditions of the Joint Venture Agreement and the same shall be fully binding on the Allottee/s. Further, nothing as contained herein shall dilute / change / modify the extent of the rights, obligations and entitlements of the Suchita and Orange inter-se as provided in the Joint Venture Agreement.

(xxxvii) The Allottee/s is / are

aware that the Promoter or its agents or contractors etc., shall carry on the work / balance of the other Free Sale Building/s with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct in the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/them/it. The Promoter shall endeavour to minimise the cause of nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement.

(xxxviii) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Free Sale Land.

(xxxix) The Promoter shall be entitled to construct site offices/sales lounge in the Free Sale Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Free Sale Land or any portion thereof is leased to the said Organization or to the Apex Body, as the case maybe, until the entire development on the Free Sale Land/ the said Land is fully completed.

18. It is agreed that as and when the Promoter enters into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Promoter or any person as may be

nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, “**Utilities**” refers to gas, water, electricity, and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them.

19. The Promoter and/or any professional agency appointed by them shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building, the FreeSale

Building/s and / or the Free Sale Land and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoter and / or such professional agency.

20. The Allottee/s specifically agrees and undertakes that the Promoter shall be entitled to affix any such hoardings, posters, advertisement etc. on the exterior of the said Building and the Allottee/s shall not be entitled to object to any such hoardings, posters, advertisement etc. at any time. The hoarding shall be the property of the Promoter and the Allottee/s or the Society shall have no right over the same.

21. The Allottee/s hereby nominates the persons as set out in the Third Schedule (“the said Nominee”) as his / her / their / its nominee in respect of the said Premises. On the death of Allottee/s, the said Nominee shall assume all the obligations

and responsibilities of the Allottee/s under this Agreement or otherwise (including the right and authority to give discharge), and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate / Succession Certificate/Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

22. The Allottee/s hereby represents and warrants to the Promoter that:
- (i) he / she / they / it is / are not prohibited from acquiring the said Premises and said Car Parking Space under any applicable law or otherwise;
 - (ii) he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be;
 - (iii) no receiver and / or liquidator and / or official assignee or any person is appointed in the case of the Allottee/s or all or any of his / her / their / its assets and / or properties;

(iv) none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any rule, law, regulation, statute etc.;

(v) no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is declared to be a proclaimed offender and / or a warrant is issued against him / her / them;

(vi) no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties;

(vii) he / she / they has / have not compounded payment with his / her / their / its creditors;

(viii) he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence not less than 6 (six) months ;

(ix) he / she / it / they is / are not an undesirable element and will not cause nuisance and / or cause hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the amounts mentioned in

this Agreement;

(x) he/she/they is/are aware that the Promoter has agreed to grant to him / her / them the use of the said Car Parking Space and that such similar usage rights are given

/ shall be given to other purchasers in the said Building (i.e. unit purchasers shall be entitled to usage rights of their respective appurtenant spaces and the car parking spaces);

which grant of right shall be binding on him / her / them/ it and / or his / her / their / its assigns / nominees; and

(xi) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards the payment of the Sale Consideration and the Installments.

23. Mortgage or creation of charge:

(i) Notwithstanding anything contrary to clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / lien of

or on the said Premises, the Promoter shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.

- (ii) It is agreed that the Allottee/s shall be entitled to avail loan from a Bank and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no objection, whereby the Promoter will express it's no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage

created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter's right to receive full consideration and other charges and to develop the balance of the larger property and such mortgage in favour of such Bank shall be subject to Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank undertaking to make payment of the

balance purchase price of the said Premises directly to the Promoter as per the schedule of payment of the Sale Consideration provided in the Clause 3(ii) above written and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank.

(iii) The Allottee/s agrees, acknowledges and undertakes that the Promoter, is entitled to and have obtained / are in the process of obtaining loans from various banks and / or financial institutions and create / created such securities with respect to any and all their right, title benefits and interest in the Project or any part thereof, as may be solely decided by the Promoter, and the Allottee/s takes notice that a No Objection Certificate may be required from such banks and financial institutions for creation of any encumbrances on the said Premises.

(iv) After the Promoter executes this Agreement, it 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 said Premises.

24. It is abundantly made clear to the Allottee/s who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the

Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The

Promoters accept no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

25. The Promoters shall maintain a separate account in respect of sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amount only for the purposes for which they have been received.
26. 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 the said Car Parking Space or the Real Estate Project or the said Land and/or any buildings/wings as may be

constructed thereon, or any part thereof. The Allottee/s shall have no claims save and except in respect of the said Premises and the said Car Parking Space hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Transfer Document and the Apex Body Lease Deed, as the case may be, is executed.

27. Binding Effect:

- (i) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Installments at Clause 3(ii) above, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the 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 Promoter, then the 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 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/s without any interest or compensation whatsoever.

28. Entire Agreement:

- (i) 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, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

29. Right to Amend:

- (i) This Agreement may only be amended through written consent of the Parties.

30. Provisions of this Agreement applicable to Allottee/s subsequent allottee/s:

- (i) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained here in and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottee/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

31. Severability:

- (i) If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the RERA 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.

32. Method of calculation of proportionate share:

- (i) Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee(s) in the Real Estate Project and / or the Project, as the case may be, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project and/or the Project, as the case may be.

33. Further Assurances:

- (i) 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.

34. Place of Execution:

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

35. Joint Allottee/s:

- (i) That in case there are Joint Allottees all communications shall be sent by the 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 Joint Allottees.

36. Stamp Duty and Registration Charges:

- (i) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.

37. Notices

- (i) All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the **Third Schedule**. It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s; as the case may be.

38. Dispute Resolution

- (i) Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

39. Governing Law:

- (i) This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all

matters pertaining to this Agreement.

40. Permanent Account Number:

- (i) The Permanent Account Number of the Parties are as set out in the Third Schedule hereunder written.

41. Interpretation:

In this Agreement where the context admits:

- (i) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced ;
- (ii) any reference to the singular shall include the plural and vice-versa;
- (iii) any references to the masculine, the feminine and the neuter shall include each other;

- (iv) any references to a “company” shall include a body corporate;
- (v) the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
- (vi) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
- (vii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (viii) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (ix) each of the representations and warranties provided in this Agreement is independent of other

representations

and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

- (x) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (xi) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (xii) references to a person (or to a word importing a person) shall be construed so as to include:
 - (a) an individual, firm, partnership, trust, joint venture, company, corporation, LLP, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);
 - (b) that person’s successors in title and permitted assigns or transferees in accordance with th

terms of this Agreement;and

- (c) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (d) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

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

SIGNED SEALED AND DELIVERED by the)

withinnamed, party of First Part,)

(i) SUCHITA CONSTRUCTION COMPANY,)
through its partners)

(1)SUCHITA RAJENDRA SINGH,)

(2)RAJENDRA INDRADEV SINGH,)

(ii) ORANGE HOMELAND PVT. LTD.
Through its Partner

MR. VISHAL R. GUPTA

In presence of _____)

...PROMOTERS

1.

2.

AND

MR./MS./M/S. _____)

...ALLOTTEE

In presence of _____)

1.

2.

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