

THIS AGREEMENT FOR SALE made at Mumbai this _____ day of _____ in the Christian Year Two Thousand **NINETEEN (2019)** BETWEEN **SEJAL SHAKTI REALTORS LLP**, a Limited Liability Partnership Firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at 173/174, Sejal Encasa, S. V. Road, Kandivali (West), Mumbai 400 067, hereinafter referred to as “**the Promoters**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**;

AND

..... residing/ having address
at,.....

hereinafter referred to as “**the Purchaser/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 respective heirs, executors, administrators, permitted assigns; in case of a Partnership Firm, the partners for the time being constituting such Firm and the survivors of them and the heirs, executors, administrators of the last surviving partner; and in case of a Company, the successors and permitted assigns) of the **OTHER PART**:

WHEREAS:

- (a) As recorded in the Property Card the Government of Maharashtra is the Owner of all that forest land being piece and parcel of land situate at Opp: Shukla Hotel, Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 6 (part) admeasuring **1230.35** sq, meters of **Salt Pan Division** (hereinafter for brevity’s sake referred to as the “**First Plot**”).
- (b) As recorded in the Property Card the Trustees for the Improvement of The City of Bombay is the Owner of all the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 12 (part) admeasuring **5476.65** sq, meters of **Sion Division** (hereinafter for brevity’s sake referred to as the “**Second Plot**”).
- (c) As recorded in the Property Card the Governor of Maharashtra (U.D.& P.H.D) is the Owner of all the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No. 4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 16 (part) admeasuring **894.63** sq, meters of **Salt Pan Division** (hereinafter for brevity’s sake referred to as the “**Third Plot**”).
- (d) As recorded in the Property Card the Governor of Maharashtra (U.D.& P.H.D) is the Owner of all the piece and parcel of land situate

at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, **Sardar Nagar No.4**, Sion Koliwada, Mumbai 400037, bearing Cadastral **Survey No. 17** (part) admeasuring **871.82** sq, meters of **Salt Pan Division** (hereinafter for brevity's sake referred to as the "**Fourth Plot**").

(e) As recorded in the Property Card the Governor of Maharashtra (U.D.& P.H.D) is the Owner of all the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 18 (part) admeasuring **753.72** sq, meters of **Salt Pan Division** (hereinafter for brevity's sake referred to as the "**Fifth Plot**").

(f) As recorded in the Property Card the Governor of Maharashtra (U.D.& P.H.D) is the Owner of all the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 19 (part) admeasuring **2387.58** sq, meters of **Salt Pan Division** (hereinafter for brevity's sake referred to as the "**Sixth Plot**").

(g) As recorded in the Property Card the Governor of Maharashtra (U.D.& P.H.D) is the Owner of all the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 20(part) admeasuring **7102.69** sq, meters of **Salt Pan Division** (hereinafter for brevity's sake referred to as the "**Seventh Plot**").

(h) As recorded in the Property Card the Governor of (Bombay) Maharashtra is the Owner of all the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 21(part) admeasuring **7658.94** sq, meters of **Salt Pan Division** (hereinafter for brevity's sake referred to as the "**Eighth**

Plot”).

- (i) The said First Plot, the said Third Plot, the said Fourth Plot, the said Fifth Plot, the said Sixth Plot, the said Seventh Plot and the said Eighth Plot are collectively owned by the Government of Maharashtra and the said Second Plot is owned by the Municipal Corporation of Greater Mumbai.
- (j) As mentioned in **clauses (a), (b), (d) to (h)** above being the said First Plot, the said Second Plot, the said Fourth Plot, the said Fifth Plot, the said Sixth Plot, the said Seventh Plot and the said Eighth Plot in all are admeasuring **25481.75 sq. meters** and are collectively referred to as the **“First Lands”** and more particularly described **Firstly, Secondly, Fourthly, Fifthly, Sixthly, Seventhly and Eighthly** in the Schedule hereunder written and the First Lands are all declared as the census slum and the slum dwellers and/or the hutment holders thereon have themselves formed into a group known as “Nirmal Nagar SRA Co-operative Housing Society Limited” (hereinafter referred to **“as the said Society”**) with a view to develop the said First Lands, in accordance with the Slum Rehabilitation Act, 1971 and D.C. Regulation No.33 (10).
- (k) As mentioned in **clauses (c)** above, the Third Plot admeasuring **894.63** sq, meters is also fully encroached by the slum dwellers and/or hutment holders and the same is also declared as census slum and referred to as the **Second Land** and is more particularly described **Thirdly** in the Schedule hereunder written.
- (l) The said First Lands are census slum and as the same are partly owned by the State Government and partly by the MCGM.
- (m) The Society appointed the M/s. Shreenath Realtors (the **“1st developer”**) as the developer for the Lands admeasuring 20648.19 being the portion of the said First Lands and in pursuance thereof the said Society signed and executed the development agreement and the Power of Attorney both dated 22nd December, 2000 in respect of portion of the said First Lands to and in favour of the 1st developer upon the terms and conditions therein mentioned.

- (n) The 1st developer submitted slum rehabilitation scheme on the portion of the said First Lands ("**the said Scheme**") to the Slum Rehabilitation Authority ("**the said SRA**") on 29th October, 2001 and thereafter submitted various documents to the SRA as required for the said Scheme.
- (o) The Additional Collector (Enc/Demo) and Competent Authority, Mumbai City issued the Annexure-II on 05/08/2004 and the Asst. Commissioner MCGM F/N issued the Annexure II 09/08/2005 in respect of Portion of the First Lands.
- (p) The said Society vide their Advocate letter dated 23rd July, 2005 addressed to SRA unilaterally terminated the development agreement executed with the 1st developer on 22nd December, 2000.
- (q) The Deputy Collector (Encroachments) Dharavi Department vide its letter dated 16th June, 2009 issued amended Annexure-II for the hutment standing on Portion of the said First Lands as herein above mentioned under the said Scheme.
- (r) The said Society in its General Body Meeting dated 19th July, 2009 once again passed the resolution for termination of the appointment of the 1st developer and cancellation of the all the documents signed by the Society in favour of the 1st developer.
- (s) In spite of the said termination the 1st developer obtained the Annexure III on 24th August, 2009 from SRA.
- (t) The Executive Engineer (W.S) SRA issued the L.O.I. on 15th September, 2009 bearing No. SRA/ENG/661/ FN/ML/ LOI to the 1st developer in respect of the said Scheme on the portion of the said First Lands upon certain terms and conditions therein mentioned.
- (u) In addition to the above, the SRA also issued a Provisional LOI dated 4th November, 2009 bearing No. SRA/Eng/2260/EN/STGL /LOI (hereinafter referred to as "**the Provisional LOI**") in favour of Ackruti City Limited Consortium in view of the Government directive issued

under the provisions of Section 3K (1) of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 and which included the said Lands and the aforesaid Provisional LOI was later extended upto 8th February, 2011.

- (v) On the basis of the Provisional LOI the said Ackruti City Limited and others signed and executed the Debenture Subscription and Debenture Trust dated 1st December, 2009 in favour of IDBI Trusteeship Services Limited, wherein the Debenture Trustee therein provided with the Security being the sale component sanctioned under the said Provisional LOI issued by the SRA for entire Lands of Salt Pan Division and Sion Division which includes the said First Lands and the said Second Land as herein mentioned and/or any other document/notification issued from time to time pursuant to or in relation thereto along with the 3K (1) order dated 26th August, 2009 issued by the Government of Maharashtra upon the terms and conditions therein mentioned. The said Debenture Subscription and Debenture Trust dated 1st December, 2009 duly registered with the Sub-Registrar of Assurance at Andheri-1 under Serial No.BDR1-11969 of 2009 on 2nd December, 2009.
- (w) In the meantime, the 1st developer, Ackruti and others (collectively "**ACL Consortium**") executed an Indenture of Mortgage (English Mortgage) dated 19th January, 2010 duly registered with the Sub-Registrar of Assurance at Andheri-2 under Serial No.BDR4-00649 of 2010 on 19th January, 2010 in favour of IDBI Trusteeship Services Ltd. ("**IDBI**") thereby mortgaging their rights in relation to the Lands referred under the 3K(1) order for the purpose of securing certain debentures and loans.
- (x) The SRA acting on the complaints in respect of the previously submitted proposal/Scheme prior to the order of 3K (1) from the Government of Maharashtra, proceeded with the scheme submitted by the 1st developer separately and thereafter the SRA granted certain permissions etc., to the 1st developer in connection with the said Scheme submitted by them for the development of the portion of the said First Lands.

- (y) The said Society had filed several complaints to the SRA office through its members against the 1st developer requesting SRA to take action against the 1st developer and terminate its appointment.
- (z) Since the 1st developer failed to comply with the direction given by the SRA and also failed to commence work, the CEO, SRA issued an order dated 25th April, 2014 thereby terminating the appointment of the 1st developer and granted liberty to the said Society to appoint new developer for further implementation of the S.R. Scheme and further directed the Assistant Registrar, SRA to hold a General Body Meeting of the said Society as per the prescribed procedure and terms and conditions mentioned therein.
- (aa) Thereafter the said Society issued public notice on 27th April, 2014 in newspapers calling a Special General Body meeting of the members of the said Society on 4th May, 2014.
- (bb) In the Special General Body Meeting held on 4th May, 2014, the members of the said Society unanimously appointed the Sejal Shakti Realtors Limited (now converted into the said Promoter) as the new developer of the said First Lands and the same was confirmed by the Assistant Registrar of Co-operative Society, Mumbai- City (SRA), Mumbai vide its letter dated 05/05/2014.
- (cc) By the development agreement dated 6th May, 2014 the said Society granted the development rights of the said First Lands to and in favour of the said Promoter and the said Society also executed a power of attorney in favour of then directors of the said Promoter and further the members also executed the consent letter on the same day in favour of the said Promoter.
- (dd) The 1st developer filed an Application No.162 of 2014 on 20th May, 2014 before the High Power Committee, challenging the order dated 25/04/2014 passed by CEO, SRA.
- (ee) The Registrar of Co-operative Society SRA vide his letter dated 27th June, 2014 confirmed that in the Special General Body Meeting was held on 4th May, 2014 in the presence of Shri K.S. More, Officer

Grade-II and Shri M.B. Gurav, the Assistant Officer, the Members of the said Society had unanimously passed the resolution to appoint the Promoter as the developer to redevelop the said First Lands under the SRA Scheme.

- (ff) In the meanwhile Amazia Developers Private Limited and Rubix Trading Private Limited defaulted in making payments under the debentures and loans as mentioned herein above and the IDBI filed a Suit No. 826 of 2014 in the Bombay High Court, against the 1st developer, Ackruti and others for recovery of the said amount and enforcement of the mortgage done by ACL Consortium (which includes Ackruti and the 1st developer) and sought various interim and other reliefs in respect of Portion of the said First Lands, However no interim relief qua Portion of the said First Lands and the said Suit No.826 of 2014 is pending.
- (gg) In another matter being Summons for Judgment No.39 of 2013 in Summary Suit No. 520 of 2013, wherein IDBI had filed a suit against Ackruti (now known as Hubtown Ltd.), for enforcement of guarantee provided by Ackruti for securing the debentures issued by Amazia and Rubix under a similar structure as the issuance of debentures by Amazia and Rubix as herein above mentioned, the Hon'ble High Court vide its order dated 8th May, 2015 refused any reliefs and raised several questions as regards the transaction entered into between IDBI and others and the Summery Suit was directed to be listed under commercial causes and the same is pending.
- (hh) The 1st developer had filed a Writ Petition No. 1647 of 2015 in the High Court at Bombay and the Division Bench of the Hon'ble High Court vide its order dated 1st July, 2015 disposed off the said Writ Petition No.1647 of 2015 directing the High Power Committee to dispose of the said Application No.162 of 2014 as herein above mentioned.
- (ii) The Finance Controller SRA on 4th August, 2015 issued the Annexure-III to the said Promoter to execute the SRA Scheme on the said First Lands.

- (jj) Thereafter the HPC in the aforesaid Application No.162 of 2014 passed an order dated 19th September, 2015 whereby directed the said M/s. Shreenath Realtors to join M/s. Ackruti City Limited (now known as M/s. Hubtown Limited) as Respondent and served the copy of the said Application.
- (kk) By letter bearing Ref. No. SRA/ENG/2260/FN/ STGL/LOI dated 21st September, 2015 the SRA called upon the M/s. Ackruti City Limited Consortium to make the payment of land premium.
- (ll) The said Society got registered on 13th October, 2015 under No. MUM/SRA/HSG/(T.C.)/ 12678/2015 with the Assistant Registrar of Co-operative Society, Mumbai- City (SRA), Mumbai.
- (mm) The said M/s. Ackruti City Limited Consortium failed to pay the said land premium as mentioned in clause (kk) above and therefore the Dy. Chief Engineer SRA vide his letter dated 1st December, 2015 withdrew with immediate effect, the Provisional LOI dated 4th November, 2009.
- (nn) The Executive Engineer –City SRA vide his letter dated 9th December, 2015 addressed to the Principal Secretary (Housing), Housing Department, Government of Maharashtra inter alia stated that the said M/s. Ackruti City Limited Consortium failed to show any progress under 3-K (1) scheme and also failed to pay the land premium and compliances for issuance of Annexure-III and therefore the Provisional LOI dated 4th November, 2009 was withdrawn and further it was mentioned that the said M/s. Ackruti City Limited Consortium is not interested in implementation of the said (3k) scheme and therefore it is recommended to cancel the Government Order issued on 16th August, 2009 and 5th May, 2012.
- (oo) The said Application No.162 of 2014 got dismissed vide order dated 20th February, 2016 inter alia stating that there is no substance in the said Application.
- (pp) On 18th March, 2016 the said Sejal Shakti Realtors Limited was converted from the Limited Company to the name of the Promoters

as per the provision of the LLP Rules, 2009 and the Ministry of Corporate Affairs Registrar Mumbai issued the Certificate of Registration on Conversion.

- (qq) The Chief Executive Office SRA issued the LOI on 17th November, 2016 bearing No. SRA/ENG/2985/FN/ STGL & ML/ LOI to the Promoters inter alia in respect of the portion of the First Lands under the said Scheme subject to the terms and conditions therein mentioned
- (rr) The said First Lands and the said Second Land are collectively referred to as **“the said Lands”**.
- (ss) Pursuant to some disputes and differences that arose between Mr. Sanjay Jain and others on the one hand and the other partners of the Promoters on the other hand, such disputes were referred to Arbitration and thereafter a settlement was arrived between the parties and they filed the consent terms dated 18th November, 2016 before the said Arbitrator and in pursuance of the said consent terms, the Arbitrator passed an Award dated 18th November, 2016, wherein the Promoters have agreed and undertaken to comply with the obligations therein mentioned.
- (tt) The Officer of the Forest Department, Mumbai Kandalvan (Mangroves) Division vide his letter dated 28th December, 2016 informed the Promoters that the said First Land is not a protected forest land.
- (uu) The said Promoter by letter dated 11th January, 2017 along with the draft Supplementary Annexure-II address to the Chief Executive Officer (SRA) requested the Chief Executive Officer (SRA) to add the C.S. No.16 (part) of Salt Pan Division in the said Scheme for redevelopment as the slum of C.S. No.16 (part) cannot be developed individually due to there being no physical access, viability and reservations on that Slum pocket and further requested to process and accept the draft Supplementary Annexure-II.
- (vv) By letter bearing No. SRA/ENG/2985/FN/ STGL & ML/ LOI dated 27th February, 2017, the Deputy Chief Engineer SRA revalidated the said

LOI for further period subject to the compliance of the conditions mentioned in the LOI dated 17th November, 2016.

- (ww) The said Society vide its letter dated 14th April, 2017 informed to the Executive Engineer (Ward F/N) to add the C.S. No.16 (part) of Salt Pan Division in the said Scheme for redevelopment and further recorded that the slum dwellers thereon have given their consent to join the said Scheme of the said Society and accordingly requested that the C.S No.16 (pt.) be included in the said Scheme.
- (xx) The Promoters also vide their letter dated 17th April, 2017 requested the Executive Engineer SRA to give the permission for the amalgamation of the said Third Plot being the Second Land hereunder in the said Scheme of the said First Lands.
- (yy) The Executive Engineer SRA issued the I.O.A. bearing No.6666/ENG/F-N/STGOVT/0064/20140719 /AP/ RB-3 on 24th November, 2017 to the said Promoter in respect of the Rehab Building No.3 under the said Scheme to be constructed on the said First Lands upon certain terms and conditions therein mentioned.
- (zz) The Executive Engineer SRA issued Commencement Certificate bearing NO. FN/ STGOVT/0064/ 20140719/AP/RB-3 dated 24th November, 2017 to the said Promoter for Rehab Building No.3 under the said Scheme to be constructed on the said First Lands upon the terms and conditions therein mentioned.
- (aaa) By a Letter dated 28th January, 2018 bearing No. TLJ/LM-MOD-41(PS)/25 addressed by the TATA Power Company Limited to the Promoters, TATA Power forwarded a plan demarcating no construction zone on the Portion of the said Lands and further recorded that the Said Promoter shall only be permitted to construct the basement parking in such no construction zone and shall not be entitled to construct any elevated projection on the ground level of such no construction zone.
- (bbb) By a Letter dated 29th August, 2018 bearing No. TLJ/LM-MOD-41(MMK) addressed by the TATA Power Company Limited to the said

Promoter it was informed that said Promoter shall not do any construction on the No construction Zone marked on the drawing attached to the aforesaid letter and shall comply with the terms and conditions mentioned in the aforesaid letter.

(ccc) The Tata High transmission line is passing over the ground level of the said Lands and the same is shown on the layout plan.

(ddd) One Sion Koliwada CHS Ltd, filed on 29th January, 2019 Application No.37 of 2019 before the Apex Grievance Redressal Committee inter alia challenging the LOI dated 17/11/2016 and its further revalidation and letter dated 27/2/2017 issued by the SRA in respect of C.S. No.21 (part) being Eighth Plot and for quashing and setting aside the same, in view of their contention that sanction for the sale of the land bearing C.S. 21 had been granted by the then Government of Bombay vide resolution dated 17th November, 1947 and remark to that effect is also appearing in the Property Card of the aforesaid Eighth Plot. No interim reliefs have been granted to the aforesaid Sion Koliwada CHS Ltd in the aforesaid Application and the same is now pending for order.

(eee) The Deputy Chief Engineer (SRA) issued the Revised LOI bearing No. SRA/ENG/2985/FN/ STGL&ML/LOI dated 20th May, 2019 to the said Lands in all admeasuring 26376.38 sq. meters under the said Scheme, subject to certain terms and conditions therein mentioned including the following i.e. to say

"10. The conditions if any, mentioned in certified Annexure-II issued by the Competent Authority, it shall be complied with and compliances thereof shall be submitted to the Office at appropriate stages.

11. The Developer shall rehabilitate all the additional hutment dwellers if declared eligible in future by the Competent Authority, after amending plans wherever necessary or as may be directed.

12. The Developer shall submit various NOC's including that from MOEF as applicable from the concerned authorities in the office of Slum Rehabilitation Authority from time to time during the execution of the S.R. Scheme.

17. The Developer shall not block existing access/easement right leading to adjoining structures/users and shall make provision of adequate access to the adjoining land locked plot, if any free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by Slum Rehabilitation Authority.

22. That you shall submit demarcation of 27.41 mtrs wide D.P. Road, Garden Park (ROS 1.5), Reservoir (EMS 5.1) & Reservoir+ Municipal Staff Quarter (EMS 5.1 + ER 1.1) from the concerned Dept. before asking further to Sale bldg. No.2. You shall also submit the Plot the boundary demarcation from the Competent Authority before asking for the further CC to Sale building No.2 in the layout.

26. That the NOC from MMRDA shall be submitted for the Monorail Project before asking for further CC Sale Building No.2 in the S.R. Scheme.

29. That you shall submit NOC from High Rise Committee before granting further CC above 120.00 Mt. to the Sale Building in the S.R. Scheme under reference.

38. That you shall submit revised civil aviation NOC before F.C.C. above height 120.54 Mt. to Sale building under reference.

40. That you shall submit layout approval before F.C.C. to Sale building in the S.R. Scheme under reference

41. That you shall submit final NOC from TATA Power Line Company for specifically area affecting under basement for parking purpose before granting further C.C. to the Sale building in the S.R. Scheme under reference.”

(fff) The Executive Engineer, SRA on 22th May, 2019 issued the I.O.A. bearing SRA/ ENG/ F-N/ STGOVT/ 0064/ 20140719/ AP/RB-1 and sanctioned the plan for Rehab Building -1 to be constructed on the said Lands in favour of the Promoters, subject to certain terms and conditions therein mentioned.

(ggg) The Executive Engineer, SRA on 22th May, 2019 issued the Commencement Certificate bearing Nos. F-N/STGOVT/0064/20140719/ AP/RB-1 in favour of the said Promoter for Rehab Building No. 1 upto Top of Plinth (Including Basements) to

be constructed on the said Lands, subject to certain terms and conditions therein mentioned.

- (hhh) The Executive Engineer, SRA on 22th May, 2019 issued the I.O.A. bearing SRA/ ENG/ F-N/ STGOVT/ 0064/ 20140719/ AP/ SB-2 and sanctioned the plan for Sale Building -2 to be constructed on the said Lands in favour of the Promoters, subject to certain terms and conditions therein mentioned.
- (iii) The Executive Engineer, SRA on 22th May, 2019 issued the Commencement Certificate bearing Nos. F-N/STGOVT/0064/ 20140719/AP/SB-2 in favour of the Promoters for Sale Building No. 2 upto Top of Plinth (Including Basements) to be constructed on the said Lands, subject to certain terms and conditions therein mentioned.
- (jjj) In the circumstances herein above and in view of the permissions etc., accorded by the SRA and other concerned Authorities and subject to the conditions to be complied by the Promoters under various sanctions, letters, LOI, Revised LOI etc., as herein mentioned in respect of development of the said Lands, the Promoters are entitled to develop the said Lands by constructing thereon the Rehab Building/s having three Wings "A", "B" and "C" and Sale Buildings having Residential and/or Residential Cum Commercial bearing Residential Tower Nos. 1 and 4 and Residential Cum Commercial Tower Nos. 2 and 3 all will be constructed in Four Phases being Phase-1 to Phase -4 and will be constructed in phase-wise manner in accordance with and subject to the permissions granted by the SRA and other concerned Authorities to the Promoters and further subject to such other and further permissions that may have to be obtained by the Promoters from the SRA and other concerned Authorities as and when required.
- (kkk) In the circumstances herein above, the Promoters are well and sufficiently entitled to develop the said Lands by constructing thereon the Rehab and Sale Building/s.
- (III) The Promoters have informed the Purchaser/s and the Purchaser/s

is/are fully aware and/or made themselves fully aware that the Promoters will develop the said Lands by constructing the multistoried building/s and other structures thereon (as may from time to time be permitted to be constructed) in a phased manner as per the sanctioned and/or revised amended plans with such modifications including the layout of the Towers and amenities thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and authorities and the program/s of such phase development will be determined by the Promoters at their own discretion. It is specifically informed to the Purchaser/s that in case if any change is required to be done for relocating the Towers or the amenities in any Phase as required by the Promoters or any other concerned authorities the Purchaser/s hereby give his/her/their irrevocable consent to the Promoters and further Purchaser/s hereby undertakes that under no ground or circumstances whatsoever he/she/they will take any objection for the same.

(mmm) The Promoters hereby represent that as per the sanctioned plans, the Promoters are constructing the Sale Buildings having Residential and/or Residential Cum Commercial bearing Residential Tower Nos. 1 to 4 will be known as "Siddha Sky" and Residential Cum Commercial Tower Nos. 2 and 3 upto Three Podium in Tower Nos. 2 and 3 will be known as "Siddha Magna" all will be constructed in Four Phases being Phase -1 to Phase -4 (referred individually as Phase and collectively as "Sale Buildings") and will be constructed in phase-wise manner by utilizing the FSI generated out of the said Lands in terms of the said Revised L.O.I. and further revalidated L.O.I. as and when issued. The salient features of the Scheme approved by the SRA as per the said Revised LOI is for utilizing the FSI of the said Lands as therein mentioned. The Sale Buildings and/or the said Project to be constructed by the Promoters shall be commonly known as "Siddha Sky" ("the said Project") and the said Sale Buildings having Four Towers consists of Part Ground+ Three Basements+ Three Podiums and habitable floors upto 40th Floors including car parking spaces and Refuge Fire floor area to be constructed in accordance with the sanctioned plans and/or further amended plans as may be approved by the SRA from time to time as herein mentioned. The layout plan of

the said Lands is affected by some reservations as shown in the layout plan as sanctioned by the concerned authorities and the development is thus been carried out in accordance with the sanctioned plan.

- (nnn) The Promoters as required under law have appointed an Architect DOT Architect, Mr. Manoj Vishwakarma, registered with the Council of Architects and has also appointed J.W. Consultant LLP, Pune as the Structural Engineers for preparing structural designs, drawings and specifications of the rehab and sale buildings under the said SRA Scheme to be constructed on the said Lands and the Purchaser/s herein accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the sale buildings and the completion of the construction thereof under the said SRA Scheme unless otherwise changed.
- (ooo) A copy of Certificate of Title issued by **VIMLA & Co.**, the Advocates & Solicitors, on 17th September, 2019 showing the nature of title of the Promoters to the said Lands, on which the proposed Showroom/office/flat/s are being constructed.
- (ppp) The copies of the following documents are attached hereto as **Annexure "1" to "6"**:
- (i) Revised LOI dated 20th May, 2019 being Annexure-1
 - (ii) Amended I.O.A dated 22nd May, 2019 being Annexure-2.
 - (iii) Commencement Certificate dated 22nd May, 2019 being Annexure-3.
 - (iv) Layout of the Lands showing the demarcation of the Sub-Plots and also the portion of Lands on which Sale Buildings being Tower Nos. 1 to 4 to be constructed and also the Tata High Transmission Line and other right of ways passing over the ground level and/or through the said Lands being Annexure-4.
 - (v) Property Cards in respect of the said Lands being Annexure-5- collectively.
 - (vi) Title certificate of Vimla & Co., Advocates & Solicitors being Annexure-6.
- (qqq) The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the Title of the Promoters to the said Lands and the building/s to be constructed on the said Lands

and he/she/they shall not be entitled to further investigate the Title or raise any matter relating to the Title of the said Lands and no requisition or objection shall be raised by the Purchaser/s in any manner relating thereto.

(rrr) While sanctioning the said plans, SRA and/or MMRDA and/or any other Authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Lands and upon due observance and performance of which, only the Occupation and the Building Completion Certificate/s in respect of the Sale Building/s shall be granted by the Slum Rehabilitation Authority.

(sss) The said Lands are earmarked for the purpose of constructing a residential cum commercial project comprising multistoried buildings and car parking spaces and the said Project shall be known as “**Siddha Sky**” and commonly known as **Siddha Sky** being the “**said Project**” as herein mentioned. The development of the said Project, inter alia, comprising of Four Phases being the Sale Buildings and the Promoters being desirous of developing the same in phasewise manner and each such Phase to be constructed by them and each such phase is separately registered as a Real Estate Project under provision of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “**the Said Act**”) with the Maharashtra Real Estate Regulatory Authority under diverse registration Nos. viz Project -Siddha Sky Phase -1 under No. P51900021027, Project -Siddha Sky Phase -2 under No. P51900021040, Project -Siddha Sky Phase -3 under No. P51900021044 and Project -Siddha Sky Phase -4 under No. P51900021031 . The Purchaser/s has/have taken the inspection of the same from the Regulatory Authority and further, the relevant details relating to the project undertaken by the Promoters and as herein above mentioned are also displayed on the website of the said Authority and the Purchaser/s has/have also demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of Title relating to the said Lands, approvals of the buildings, names of the contractors, architects, structural engineers etc., plans, designs and specifications prepared in respect of the said Sale

Building/s and of such other documents as are specified under the said Act and the Rules made there under.

- (ttt) After taking inspection as aforesaid and after satisfying himself/herself and/or themselves with the title of the Promoters to carry out development of the said Lands, the Purchaser/s has/have agreed to acquire from the Promoters on ownership basis in accordance with the terms and conditions of this Agreement, the said Premises (as hereinafter defined) comprised in the sale building/s to be constructed on the said Lands with full notice of and on the basis of the terms conditions and provisions contained in the LOI, Revised LOI, I.O.A., Amended I.O.A., documents, papers, plans and/or amended plans, orders, schemes, etc. referred to hereinabove and subject to the terms and conditions hereinafter appearing.
- (uuu) The Promoters are entitled to sell and/or transfer the said Premises (as hereinafter defined) to the Purchaser/s in view of these presents and the Promoters are entitled to realize and appropriate the sale proceeds and/or any part thereof in respect thereof.
- (vvv) The Promoters have represented to the Flat Purchaser/s that the total FSI generated for development and construction of the said development of the entire of the said Lands is recorded in LOI dated 20th May, 2019 and pursuance thereto IOA dated 22nd May 2019 has been issued to the extent therein disclosed.
- (www) After the construction of Sale Buildings as herein mentioned by utilizing the FSI of the Real Estate Project if there is a further potential to utilize further FSI of the said Lands as may be granted/sanctioned by the SRA on the said Project (**"Balance FSI"**). The Promoters shall utilize the Balance FSI for further construction on the said Lands or on the completed buildings or under construction of the Sale Buildings for construction of the additional floors as may be permitted by the SRA as per the terms and conditions of the Revised LOI or amended LOI as and when the same will be available, in accordance with law after registering the same as a separate Real Estate Project with the RERA Authorities at the discretion of the Promoters. The further Balance FSI of the said Lands as and when granted/sanctioned shall be retained by

the Promoters and shall be utilized on the said Lands at the sole discretion of the Promoters by constructing the additional floors on the Sale Buildings.

- (xxx) The Promoters have informed the Purchaser/s that they are intending to construct Rooftop Skywalk being jogging loop, i.e., connecting of all four Sale Buildings being Tower Nos. 1 to 4 on the terrace level of each Tower and the Promoters may at any time shall and will at their own discretion either join the Rooftop Skywalk being jogging loop in Phase – 1, 2,3, and 4 of the Towers or may amend the same and do separate for each such Phase or Tower. However, construction of such rooftop Skywalk shall be (subject of approvals and sanctions) from the SRA, Municipal Corporation of Greater Mumbai (MCGM), MMRDA, High Rise Committee, Ministry of Environment and Forest (MOEF) and other concerned Authorities. The Purchaser/s is/are fully aware of the aforesaid facts and with full knowledge of the same, the Purchaser/s has/have agreed to purchase the commercial/residential Premises in the said Project.
- (yyy) The amenities for the said four Sale Buildings being Tower Nos. 1 to 4 shall be common, save and except to the extent hereinafter mentioned and shall be for the benefit of all the occupants of all the Sale buildings [save and except the purchasers of the commercial Showrooms/offices in the sale building/s] and the Purchaser/s shall enjoy the said amenities only upon handing over the possession of the said Premises (defined below) to the Purchaser/s.
- (zzz) The Purchaser/s being fully satisfied in respect of the Title of the Promoters to the said Lands including the rights of the Promoters to develop the said Lands and further the right of the Promoters to construct the Sale Building/s being the Project known as **Siddha Sky**, has/have approached the Promoters and applied for Purchase of **Flat No.** on the **Floor** in the **Tower “.....”**, **Phase** in the said building known as '**Siddha Sky**' and admeasuring **sq. ft. carpet area** as defined under section 2(k) of the said Act, and more particularly shown and surrounded by red colour boundary lines on the floor plan annexed hereto and marked as **Annexure-7** (hereinafter the said Flat with attached balcony and/or other premises and car parking

space, are collectively referred to as the “**said Premises**”) with right to use the **1 Car parking** space in the basements/ ,ground , podium of the Tower Nos. 1/2/3/4 being the Sale Building/s Tower Nos., 1 and 4 to be known as “Siddha Sky” and upto 3 podium in Tower Nos. 2 and 3 to be known as “Siddha Magna” and all such Towers commonly known as Project -Siddha Sky to be constructed on the said Lands and accordingly the Promoters have agreed to allot the said Premises to the Purchaser/s herein upon the terms and conditions set out therein and the said Phases 1,2,3 and 4 of entire Project is being registered under Real Estate project, The copy of the said registration certificate is hereto annexed and marked as **Annexures-8A, 8B, 8C and 8D** .

- (aaaa) Under Section 13 of the said Act, the Promoters are required to execute a written agreement for sale in respect of the said Premises (as hereinafter defined) with the Purchaser/s being in fact these presents and also to register the said agreement under the Indian Registration Act, 1908.
- (bbbb) The Promoters represented to the Purchaser/s that the Promoters shall construct certain common amenities including club house, swimming pool, sky walk, etc. more particularly shown in the layout plan and the same are set out in the **Annexure “4 ”** hereto. The common areas, and facilities in the Tower (defined herein below) that may be usable by the Purchaser/s of the commercial Show Room/Offices in the Tower Nos. 2 and 3 in the Sale buildings alongwith the other Purchaser/s of the commercial premises within the said Towers on a non-exclusive basis in said Project are listed in the **Second Schedule** (captioned under the head “Limited Commercial Owners Amenities”), whilst the common areas, facilities and amenities in the Tower (defined herein below) that may be usable by the Purchaser/s of the residential Flats in the said building alongwith the other Purchaser/s of residential flats within the said Tower on a non-exclusive basis in said Project are listed in the **Third Schedule** (captioned under the head “Limited Residential Owners Amenities”) hereunder written and the common areas, facilities and amenities in the said Entire Project including that may be usable by all the Purchaser/s alongwith the other Purchaser /s in the Entire Project on a non-exclusive basis are set out in the **Fourth Schedule** (General Common Tower Amenities) hereunder written.

The Limited Commercial/Residential Owners' Amenities, the General Common Tower Amenities, the Entire Project included Amenities, shall hereinafter be collectively referred to as the "Entire Amenities".

(cccc) The Purchaser/s has/have entered into this Agreement with full knowledge of all the recitals, terms, conditions, representations, covenants contained in the documents, undertakings, papers, plans, orders, schemes, etc., recited and referred to above.

(dddd) Relying upon the declarations and agreements herein contained, the Promoters have agreed to sell to the Purchaser/s the said Premises at the lump sum price of **Rs..... /- (RupeesOnly)** subject to deducting the TDS @ 1% as per the prevalent provisions of the Income Tax Act, 1961 and as amended and TDS certificate on each such installment shall be handed over to the Promoters and upon the terms, conditions, representations, covenants as mentioned herein .

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

1. The recitals hereinabove shall form an integral part of this Agreement as if the same are incorporated herein verbatim in the operative part hereof and to be interpreted and construed and read accordingly.

2. The Promoters shall in phase wise manner construct on the said Lands, multistoried Sale Building/s being the Residential Tower Nos. 1 to 4 known as "SIDDHA SKY" And Residential Cum Commercial upto podium in Tower Nos. 2 and 3 known as "SIDDHA MAGNA" and commonly known as SIDDHA SKY being the "said Project" as herein mentioned (hereinafter referred to as the **Sale Building/s**), and/or such building/s as per the layout and building/s plans sanctioned and /or as per the revised amended layout plan and building/s plans to be amended/revised/revalidated/approved and sanctioned by the SRA as per the DC Rules and Regulations and the sanctioned plans and/or amended plans which have been seen and approved by the Purchaser/s, with the full and clear knowledge and understanding that the Promoters shall be entitled to do such variations and modifications in the sanctioned plans, as may be considered necessary or as may be required by the concerned Authorities or Government to

be made in them. It is hereby agreed by and between the parties hereto that the Promoters shall be entitled to make variations or amendments or modifications or revisions in the said layout plan and building/s plans as it may deem fit, the consent for obtaining and utilizing the FSI by the Promoters is not required to be obtained from the Purchaser/s provided that the same does not adversely affect the said Premises agreed to be purchased by the Purchaser/s. As part of such variations, amendments, modifications or revisions in the layout and/or in building plans, the Promoters may change the location of the said building/s or any one or more of them and the Promoters may also construct additional areas by constructing additional wings and/or additional floors to one or more of the said building/s and may also construct further buildings on the said Lands as may be approved by the concerned authorities. The Purchaser/s hereby expressly consent/s to the Promoters for making variations or amendments or modifications or revisions in the said layout and building/s plans as it may deem fit, so long as the same does not adversely affect the said Premises. The Promoters shall not be required to take any further permission/consent of the Purchaser/s for the same. The consent hereinabove given by the Purchaser/s shall be considered as the Purchaser/s' consent contemplated by Section 14(2) of the said Act.

3. The Purchaser/s declares that:

(i) prior to the execution of this Agreement, the Purchaser/s has/have taken inspection of all relevant documents and has/have satisfied himself/herself/ themselves fully in respect of the Promoters' Title to the said Lands and seen the site and the Promoters have also informed to the Purchaser/s that the high transmission power lines passing over the ground level through the said Lands and the said Towers and that to complete the Project the Promoters shall move the high transmission line as and when required and have further informed that all the common amenities will be handed over to the Apex Body upon the completion of the entire project as herein mentioned and the Purchaser/s do and each of them/doth hereby accept the same and agree/s not to raise any requisition or objection/s relating thereto at any stage.

(ii) the Purchaser/s has/have read and understood and is fully aware of the terms and conditions of the said LOI, Revised L.O.I, I.O.A./

Amended I.O.A. C.C. etc., the Promoters' rights, liabilities there under and in respect of the said Lands and the said Sale Buildings and also in respect of the rights reserved for the common areas and facilities in the said Sale Buildings, which shall absolutely belong to the Promoters and neither the Purchaser/s nor his/her/their nominees/assignees and neither the Society/Organization/ Apex Body of all the Society of the Sale Buildings of the Purchaser/s of flats in the Sale Buildings to be formed and registered in terms hereof, shall have any right, title, interest and claim therein and the Purchaser/s hereby accord his/her/their express "No Objection" thereto and further hereby agree/s to accept the said terms and conditions unconditionally and absolutely and further that the Promoters have agreed to sell and transfer the said Premises to the Purchaser/s, expressly relying on the assurance and declaration of the Purchaser/s to that effect and as hereinabove mentioned.

- (iii) the Purchaser/s has/have been informed by the Promoters and is/are aware that notwithstanding what is agreed herein for the use of the car parking spaces, the Purchaser/s may be charged parking fees on such basis as may be decided by the Promoters at their absolute discretion and the Purchaser/s shall not dispute the same and/or delay payment of such charges on any pretext whatsoever.
- (iv) the Purchaser/s has/have been informed by the Promoters that the percentage of the undivided interest of the Purchaser/s in demised Lands shall be in proportion of the area of the said Premises agreed to be sold hereunder to the total area of the Sale Buildings and have been further informed that the proportionate share of the Purchaser/s in the said General Common Tower Amenities/ Limited Commercial/Residential Owners' Amenities, is liable to be increased or decreased in the event of there being change in the building plans and further that the apportionment of the proportionate price towards the common / limited common areas and facilities as herein mentioned is only notional and the same is not subject to change even if the percentage of undivided share of the said Premises in

the General Common Tower Amenities/ Limited Commercial/Residential Owners' Amenities, increases or decreases and the said Premises is being sold to and purchased by the Purchaser/s with all the appurtenant rights for the lump sum price as herein mentioned and the Purchaser/s hereby expressly consent/s to such changes in the said share and hereby expressly authorizes the Promoters to so increase or decrease the said share of the said Premises and/or of the Purchaser/s in the said General Common Tower Amenities/Limited Commercial/Residential Owners' Amenities, of the said Sale Building and the Purchaser/s hereby irrevocably agree/s to accept such share including if changed as aforesaid.

- (v) the Purchaser/s shall have right title and interest in respect of the said Premises only and shall have no right title or interest in respect of the area reserved for by the Promoters herein in any manner whatsoever.

4. The Promoters are undertaking the development of the said Lands in a phase-wise manner as mentioned in recitals herein above (the phase-wise development of the entirety of the said Lands as envisaged in the recital herein above and as also mentioned/contemplated in the other portions of this Agreement (hereinafter referred to as **"the Entire Project"**)).

5. The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s the said Premises, being **Flat No.** on the **..... Floor** in the **Tower "....."**, **Phase** in the said building known as 'Siddha Sky' and admeasuring **..... sq. ft. carpet area** as defined under section 2(k) of the said Act, and more particularly shown and surrounded by red colour boundary lines on the floor plan annexed hereto and marked as **Annexure-9** (hereinafter the said Flat with attached balcony and/or other premises and car parking space, are collectively referred to as the **"said Premises"**), with the right to use **1 No. of Car parking** space in the basements/ground/Podiums in the said building/s to be constructed on the said Lands and more particularly shown and surrounded by **red** colour boundary lines on the floor plan annexed hereto and marked as **Annexure-8** (hereinafter the said Showroom /Office/Flat/Flat with attached balcony and/or other premises, are collectively referred to as the **"said Premises"**). with the amenities therein as

per the list annexed hereto, at the lump sum price of **Rs..... /-**
(RupeesOnly) subject to deducting the TDS @ 1% as per the prevalent provisions of the Income Tax Act, 1961 and as amended and TDS certificate on each such installment shall be handed over to the Promoters including the proportionate price of the common areas and facilities appurtenant to the said Premises in terms of the list annexed hereto . The Purchaser/s shall deposit TDS so deducted in the government treasury by furnishing challan-cum-statement in Form No.26QB to the Director General of Income-tax (System) or to the person authorized by him in this behalf, within seven (7) days from the end of the month in which the deduction is made, and issue a TDS certificate in Form No.16B to the Promoters within fifteen (15) days from the due date for furnishing the challan-cum-statement in Form No.26QB, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Promoters to give credit to the Purchaser/s for the same. The lump sum consideration as herein mentioned shall be paid by the Purchaser/s to the Promoters in the following manner:

PAYMENT PLAN	
PARTICULARS	Amount due in %
Agreement Value	
APPLICATION MONEY	125000
BALANCE BOOKING AMOUNT (LESS APPLICATION MONEY) Within 21 DAYS	10%
ON COMMENCEMENT OF WORK	5%
ON COMMENCEMENT OF 3rd BASEMENT	3%
ON COMMENCEMENT OF 2nd BASEMENT	3%
ON COMMENCEMENT OF 1st BASEMENT	3%
ON COMPLETION OF PLINTH	5%
COMPLETION OF 1st PODIUM (PARKING FLOOR)	3%
COMPLETION OF 2nd PODIUM (PARKING FLOOR)	3%
COMPLETION OF 1st FLOOR ROOF (RESIDENTIAL FLOOR)	3%
COMPLETION OF 3rd FLOOR ROOF (RESIDENTIAL FLOOR)	3%
COMPLETION OF 5th FLOOR ROOF (RESIDENTIAL FLOOR)	3%
COMPLETION OF 7th FLOOR ROOF (RESIDENTIAL FLOOR)	3%
COMPLETION OF 9th FLOOR ROOF (RESIDENTIAL FLOOR)	3%
COMPLETION OF 11th FLOOR ROOF (RESIDENTIAL FLOOR)	2%
COMPLETION OF 13th FLOOR ROOF (RESIDENTIAL FLOOR)	2%
COMPLETION OF 15th FLOOR ROOF (RESIDENTIAL FLOOR)	2%
COMPLETION OF 17th FLOOR ROOF (RESIDENTIAL FLOOR)	2%
COMPLETION OF 19th FLOOR ROOF (RESIDENTIAL FLOOR)	2%
COMPLETION OF 21th FLOOR ROOF (RESIDENTIAL FLOOR)	2%
COMPLETION OF 23rd FLOOR ROOF (RESIDENTIAL FLOOR)	2%
COMPLETION OF 25th FLOOR ROOF (RESIDENTIAL FLOOR)	2%
COMPLETION OF 27th FLOOR ROOF (RESIDENTIAL FLOOR)	2%

COMPLETION OF 29th FLOOR ROOF (RESIDENTIAL FLOOR)	2%
COMPLETION OF 31st FLOOR ROOF (RESIDENTIAL FLOOR)	2%
COMPLETION OF 33rd FLOOR ROOF (RESIDENTIAL FLOOR)	2%
COMPLETION OF 35th FLOOR ROOF (RESIDENTIAL FLOOR)	2%
COMPLETION OF 37th FLOOR ROOF (RESIDENTIAL FLOOR)	2%
COMPLETION OF TOP SLAB	2%
ON COMMENCEMENT OF TILING & FLOORING	5%
ON COMMENCEMENT OF ELECTRICAL FITTINGS	5%
ON COMMENCEMENT OF EXTERNAL FINISHING	5%
ON FIT OUT AND POSSESSION	5%
TOTAL	100%

The time for payment of each of the installments/ payment/ deposits to be made by the Purchaser/s, is the essence of the contract and the Purchaser/s shall be liable to pay to the Promoters interest at the rate of 12 % per annum on all amounts due and payable by the Purchaser/s under this Agreement, if any, such amount remains unpaid for a period of seven (7) days or more after becoming due in terms aforesaid and hereunder.

In case of the dishonor of any cheque, issued by the Purchaser/s or any of the Purchaser/s, pursuant to this Agreement, for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' the cheque bouncing charges shall be minimum of Rs.1,000/- (Rupees One Thousand Only) per instance, which shall be payable by the Purchaser/s, who issued the cheque in question. The Purchaser/s must also ensure payments of the amount of the cheque in question and the cheque bouncing charges within 15 (fifteen) days from the date of the dishonor of the cheque, failing which such cheque dishonoring charges of Rs.1,000/- shall increase to Rs.2,000/- (Rupees Two Thousand Only).

6. The Purchaser/s is/are fully aware that as per prevalent statute, GST is leviable /applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction, shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the GST along with each installment from the effective date and further shall not dispute or object to the payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters

hereunder, if such payment is not accompanied with the applicable GST amount and/or any other taxes levied thereon etc., Provided Further that, if on account of change/ amendment in the present statute or laws, statutes, rules, regulations and policies or enactments of new legislation or new laws by the Central and/or State Government, any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or the aforesaid taxes levied is increased on account of revision by the Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Promoters shall not be liable to pay the same in any manner whatsoever.

7. The Purchaser/s agree/s and undertake/s to pay all the amounts payable under this Agreement within Seven (7) days from the date of Promoters intimating to the Purchaser/s that the amount is due and payable and the Purchaser/s shall without any objections or requisitions as regards to the payment of the amount payable as per the intimation, make due payment of the same and further the Promoters are not bound to give any further notice/intimation as a reminder and further in absence of any such reminder shall not be deemed as an excuse for non payments of any amounts on the due dates.

8. Without prejudice to the rights of the Promoters to receive interest at the rate of 12 % per annum on the delayed payments, if the Purchaser/s commit default : (a) in payment of any of the installments aforesaid on their respective due dates (time being the essence of the contract), and/or (b) in observing and performing any of the terms and conditions of this Agreement and if the default continues **on any three instances**, inspite of 15 (fifteen) days' notice to be sent by the Promoters to the Purchaser/s (prior to the Purchaser/s taking possession of the said Premises), the Promoters shall be at liberty to terminate this Agreement in terms of these presents and as hereinafter stated.

9. On the Purchaser/s committing default on the due dates (**on any three instances**) in respect of payment of any installment of the amounts due and payable by the Purchaser/s to the Promoters under this Agreement (including non-payment of GST etc., levied under the relevant statutes) and upon the Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at its own option to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Promoters, unless and until the Promoters shall have given to the Purchaser/s' 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within 15 (fifteen) days after receipt of such notice.

In the event of termination of this Agreement as aforesaid, the consequences hereinafter shall follow:

- (a) the Purchaser/s shall cease to have any right or interest in the said Premises or any part thereof;
- (b) the Promoters shall be entitled to sell the said Flat at such consideration and on such terms and conditions to such other person or party as the Promoters may in their absolute discretion deem fit and proper and the Purchaser/s shall not be entitled to question such sale or to claim any amount from the Promoters in any manner whatsoever.
- (c) the Promoters shall refund to the Purchaser/s the amount paid by the Purchaser/s to the Promoters in pursuance of this Agreement after deducting therefrom-
 - (i) 10% (ten percent) of the agreed consideration /earnest money of the said Premises (which is to stand forfeited by the Promoters towards predetermined liquidated damages for default on the part of the Purchaser/s);
 - (ii) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Premises upto the date of termination of this Agreement;
 - (iii) the amount of interest payable by the Purchaser/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination of this Agreement;

- (iv) the Purchaser/s agree/s that receipt of the said refund vide Cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents, whether the Purchaser/s accept/s or encash/es the Cheque or not, will amount to due refund by the Promoters in terms of these presents.

10. The common areas, facilities and amenities in the Tower (defined herein below) that may be usable by the Purchaser/s of the commercial Show Room/ Offices in the said building alongwith the other Purchaser/s of the commercial premises within the said Tower on a non-exclusive basis in said Project are listed in the **Second Schedule** (captioned under the head "Limited Commercial Owners Amenities"), whilst the common areas, facilities and amenities in the Tower (defined herein below) that may be usable by the Purchaser/s of the residential Flats in the said building alongwith the other Purchaser/s of residential flats within the said Tower on a non-exclusive basis in said Project are listed in the **Third Schedule** (captioned under the head "Limited Residential Owners Amenities") hereunder written and the common areas, facilities and amenities in the Entire Project including that may be usable by all the Purchaser/s alongwith the other Purchaser /s in the Entire Project on a non-exclusive basis are set out in the **Fourth Schedule** (General Common Tower Amenities) hereunder written and the same is subject to change.

It is hereby expressly agreed and understood by the Purchaser/s of Commercial Show Room/Offices that they shall not be entitled to use any of the amenities listed in the **Third Schedule** (captioned under the head "Limited Residential Owners Amenities") hereunder written and that the same shall be used and enjoyed by the Purchaser/s of residential flats in the said buildings and the Entire project alone. It is further expressly agreed by and between the parties that the car parking spaces for the Purchasers of the commercial premises and the purchasers of residential premises in the Project shall be separate and neither of them shall be entitled to park their cars etc., in any parking area designated for the other. The Purchaser/s expressly agrees, declares and confirms the aforesaid and further expressly agree/s and undertakes to abide by the aforesaid. The Purchaser/s further agrees that the Promoters shall be entitled to provide and designate certain common areas and facilities appurtenant to the said Premises in the said Project as Limited/Restrictive and Exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Purchaser/s of

the said Premises. The Purchaser/s further agrees to use only the Limited Areas and Facilities specifically identified for the Purchaser/s in the said Show Room /Office/Flat and appurtenant to the said Premises and as more particularly described in the Schedule referred in respect of the Purchaser/s Residential and/or commercial Premises and limited common Tower amenities. The Purchaser/s agree(s) not to use the Amenities and Facilities identified for other Purchaser/s nor shall the Purchaser/s has/have any claim(s) of any nature whatsoever with respect to the Limited Areas and Facilities identified for other allottee/s/purchasers and/or the usage thereof.

It is further agreed that the Purchaser/s has/have the right to use the General Common Tower Amenities more particularly described in the **Fourth Schedule** hereunder written and provided across the said Lands irrespective of their tower or building however, subject to the compliance of Rules, Regulations and Bye-Laws of the Common Organization and on payment of regular maintenance charges. The Purchaser/s agree that the aforesaid General Common Tower Amenities shall be used only by his/her/their family member/s and their servants / any outsiders, are not permitted to use the same. As it is a large layout, the infrastructure development including the facilities and the amenities to be provided shall continue to be under construction/development even after the Purchaser/s has/have taken possession of the said Premises.

11. The restrictive use of amenities / facilities shall not be objected by the Purchaser/s and the Purchaser/s shall not intervene into the smooth functioning of the construction/development activity of the amenities / facilities, particularly mentioned herein below. It is clarified that in the event the said Premises is ready to be handed over for possession, the Promoters shall not be obliged to hand over the amenities and facilities in the project fully completed and the same shall be completed by the Promoters at the time of completion of the entire project. The Purchaser/s has/have agreed not to raise any objection whatsoever in this regard.

It is further clarified by and between the parties that the Water Tank for the purposes of supplying water to the commercial Show Room /Offices in the said Tower Nos. 2 and 3 of the Sale Buildings is going to be constructed in the basement of Tower 1 and as such, notwithstanding anything contained in this Agreement, in the event of separate societies being formed for the purchasers of commercial premises and the purchasers of residential premises, then in that

event too, the purchasers of the commercial premises/society of such purchasers, shall be entitled to enter upon the basement of Tower No.1 from time to time, for the purposes of maintaining the same and/or for the purposes of carrying out any repairs etc. thereto.

It is further clarified by and between the parties that the Sky Walk proposed to be constructed across all the four towers, shall be constructed in phases i.e. the Sky Walk over the Towers 2 and 3 of the Phase -1 and Phase-2 may be constructed first and the Sky Walk over the 1st and 4th Tower may be constructed on completion of Phase -3 and Phase-4 and the Sky Walk connecting all four towers shall be constructed only thereafter OR the Sky Walks over all four towers shall be constructed and connected only after the completion of the construction of all four towers of the said buildings. The Purchaser/s agree and confirm that they have been fully put to notice of the aforesaid and none of the Purchaser/s shall be entitled to raise any objection and/or make any claims against the Promoters for not constructing the Sky Walk even if the construction of any Tower has been completed and possession of premises therein have been handed over to their purchasers. It is further agreed by and between the parties that the Promoters, their workers, staff etc., shall be fully entitled to enter upon any buildings at any time for the purposes of connecting the Sky Walk constructed over any tower with the Sky Walks over the other Towers and/or for any purposes in connection therewith including for construction of the same and none of the Purchasers and/or Societies/Limited Company of the Purchasers etc., shall be entitled to object to the same in any manner whatsoever.

It is further clarified by and between the Parties that the top terrace of all Towers bearing Nos. 1 to 4 terrace shall be handed over to the Purchaser/s only after completion of sky bridge construction and the top floor premises Purchaser/s or any other Purchaser/s of any of the Tower shall not object for the completion of the work of sky walk or other work thereof on the ground of nuisance, annoyance or otherwise whatsoever and shall fully cooperate with the Promoters till the same is completed and handed over for use to the Purchaser/s of all the Towers. .

12. The Promoters shall be entitled to avail loans from financial institutions and/or Banks etc., for development of the above Sale Building/s on the said Lands in which the said Premises is situated, against the security of the premises forming part of the Sale Buildings and further the Promoter shall be at liberty to

sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in respect of the Project or the said Lands or any part thereof and or incomplete construction of the Towers, subject however, that any such mortgage and/or charge created by the Promoters shall not adversely affect the rights of the Purchaser/s in respect of the said Premises agreed to be sold to him/her/them hereunder and in terms of these presents.

13. The Promoters shall be entitled to designate any spaces/areas (as per their requirement) of the Project (including on the terrace and basement levels thereof) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other Purchaser/s in the said Project. Such designation may be undertaken by the Promoters on lease, leave and license basis or such other method. For this purpose, the Promoter/s may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc. in the entire Project. The Promoters shall also be free to construct sub-station for electricity supply, offices for the society formed by the Promoters, covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet for servants, septic tanks and soak pits, the location of which are not particularly marked on the building/s plans or any other plans. The Purchaser/s shall not interfere with the rights of the Promoter by raising any disputes in any court of law or tribunal or authority whether under Section 7 of MOFA and Section 14 of RERA and/or any other provisions of any other applicable law. The Promoters shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser/s as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of buildings or implementation of the scheme for the development of the said Project and/or the said Lands.

14. The Promoters hereby agree that:

- (i) The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the SRA and/or other concerned local Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority, occupation certificate and/or part occupation

certificate in respect of the new building in which the said Premises is situated. It is agreed that after the receipt of the Occupation Certificate, all such obligations shall be complied and performed by the Purchaser/s alongwith other purchasers of premises in the building.

(ii) The Promoters shall deliver the possession of the said Premises to the Purchaser/s after the said Premises is ready for use and the Occupation Certificate is issued by the SRA and/or any other competent Authority, provided that all the amounts due and payable by the Purchaser/s under this Agreement have been paid to the Promoters from time to time without committing any default in payment thereof and the Purchaser/s has/have complied with and/or has/have observed and performed all the terms and conditions of this Agreement. The Purchaser/s shall take possession of the said Premises within a period of 15 (fifteen) days from the date of the Promoters giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation.

(iii) The Promoters before causing the execution of lease of the Portion of the Land underneath the said building/s or the said Lands in favour of the Society or the Societies as the case may be, make full and true disclosure of the nature of its Title to the said Lands as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Lands and shall, as far as practicable, ensure that the leasehold rights in respect of the Portion of the Land underneath the Sale Buildings or the said Lands is free from all encumbrances.

15. (i) The possession of the said premises shall be delivered by Promoters to the Purchaser/s on or before.....; **PROVIDED THAT** all amounts due and payable by the Purchaser herein including the Consideration have been paid in full and the Purchaser has otherwise complied with the terms and conditions of this Agreement **PROVIDED HOWEVER** the Promoters is entitled to reasonable extension of time for giving delivery of the said Flat on the Possession Date if the completion of the said Building in which the said Flat is situated, is delayed on account

of any force majeure/vis majeure event including the following clause 15(ii) (“Force Majeure”):-

(ii) Notwithstanding anything contained to the contrary herein, the Promoters herein shall not incur any liability, if it is unable to deliver possession of the said Premises by the aforesaid date, if the completion of the scheme/project is delayed by reason of (i) Any force majeure events; (ii) Act of god e.g. fire, drought, flood, earthquake, epidemics, natural disasters;(iii) Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, or other intermediaries or due to any reason whatsoever; (iv) War and hostilities of war, riots, bandh or civil commotion; (v) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts Promoter from complying with any or all the terms and conditions as agreed under this Agreement; or any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development or; (vi) Any notice, order, rule, notification of the Government and/or other public or competent authority/court; (vii) If any matters, issue relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject matter of any suit/ writ before a competent court or; (viii) Any stay order/injunction order issued by any Court of Law, competent authority, MCGM, statutory authority; (ix) If any Competent Authority(ies) refuses, delays (including administrative delays), withholds, denies the grant of necessary approvals for the said Flat/Building or; (x) Any event or circumstances analogues to the foregoing. (xi) Any other circumstances that may be deemed reasonable by the Authority. (xii) The Promoters shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to force majeure as defined hereinabove or on account of defaults by the Purchaser/s.

(iii) The Promoters may complete any Wing or part thereof or floor of said Building/s or any part thereof and obtain part occupation certificate and give possession of the said Premises to the Purchaser/s and the Purchaser/s shall not be entitled to raise any objection for the same and

shall take the possession failing which all the consequence as herein above mentioned in clause will be applicable. After giving the possession of the Premises also the Promoter/s or its agents or contractors shall carry on the remaining work with the Purchaser/s occupying the said Premises. The Purchaser/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to the Purchaser/s. The Promoters shall endeavor to minimize the cause of nuisance or disturbance.

16. If the Promoters fails to abide by the time schedule for completing the said Real Estate Project i.e. the said Sale Buildings being Tower Nos.1 to 4 and for handing over the said Premises to the Purchaser/s on the possession Date (save and except Force Majeure), then the Purchaser/s shall be entitled to either of the following:-

(i) Call upon the Promoters by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters (**"Interest Notice"**) to pay Interest Rate for every month of delay from the possession date of the Consideration paid by the Purchaser/s. The interest shall be paid by the Promoters to the Purchaser/s till the date of offering to hand over of the possession of the said Premises by the Promoters to the Purchaser/s; **OR**

(ii) The Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters (**"Purchaser/s Termination Notice"**). On the receipt of the Purchaser/s Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Purchaser/s Termination Notice by the Promoters, the Promoters shall refund to the Purchaser/s the amounts already received by the Promoters under this Agreement with interest @ the rate of 12% p.a thereon at 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 Promoters (as stated in this clause), the Purchaser/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or Car Park/s and the Promoters

shall be entitled to deal with and/or dispose off the said Premises and/or the car park/s in the manner it deems fit and proper.

In case if the Purchaser/s elects his/her/their remedy under sub-clause (a) above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause (b) above.

(iii) It is agreed that upon the termination of this Agreement by the Purchaser/s, the claim of the Purchaser/s shall be restricted to refund of monies to be paid with simple interest as herein above mentioned and that the Purchaser/s shall not be entitled to claim any amounts towards loss, damages and/or mental trauma or otherwise. Neither party shall have any other claim against the other in respect of the said Premises and/or arising out of this Agreement and Promoters shall be at liberty to sell and dispose off the said Premises to any other person at such price and upon such terms and conditions as the Promoters may deem fit and proper.

(iv) If as a result of any legislative order or regulation or direction of the Government or Public Authorities or for any natural calamity for any other reason beyond the control of the Promoters, the aforesaid Sale Building is not completed and/or the possession of the said Premises is not given to the Purchaser/s, the only responsibility and liability of Promoters will be to pay over to the Purchaser/s and the other persons who may have purchased or who may purchase hereafter, the premises in the said Sale Building, the total amount that may be received by the Promoters but without any interest thereon and save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement, or otherwise howsoever. The amount so refunded shall be in full and final satisfaction and settlement of the claim of the Purchaser/s under this Agreement. The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents, whether the Purchaser/s accept/s or encash/es the Cheque or not, will be considered as refund of the said amount in terms of these presents.

(v) The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Sale Building is complete and the occupation certificate is granted by the competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to the variation cap of

3% (three percent). The total price payable for the carpet area of the said Premises shall be recalculated upon confirmation by the Promoters. It is expressly agreed that if there is any increase in the carpet area allotted to the Purchaser/s, then in such case the Promoters shall be entitled to demand the additional amount from the Purchaser/s towards the consideration and the Purchaser/s shall not object for the payment of the additional amount on any ground whatsoever, which additional amount shall be payable by the Purchaser/s prior to taking possession of the said Premises without any delay. It is clarified that all monetary adjustments as envisaged in this Clause shall be made at the same rate per square feet and computed on the basis of the total consideration as mentioned in **Clause 5** of this Agreement.

17. (i) The Purchaser/s shall take possession of the said Premises within 15 (fifteen) days of the Promoters giving written notice to the Purchaser/s informing that the said premises is ready for use and occupation.

(ii) Upon possession of the said Premises being delivered to the Purchaser/s, he/she/it/they shall be entitled to the use and occupy the said Premises and thereafter he/she/it/they shall have no claim against the Promoters in respect of any item of work or amenities in the said Premises or otherwise in the said Sale Building/s, which may be alleged not to have been carried out or completed.

(iii) Provided that if within the defect liability period specified under the said Act, the Purchaser/s bring/s to the notice in writing, of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or the material used therein or any unauthorized change in the construction of the said new building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoters, as per the said RERA Act, at their own costs and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change. However, if the Purchaser/s carry out any alteration or addition or change in the said Premises and/or the said new building without obtaining prior written permission of the Promoters and the concerned Authorities wherever required, the liability of the Promoters shall come to an end and the

Purchaser/s alone shall be responsible to rectify such defect or change at his/her/their own cost/s.

- (iv) The Purchaser/s shall take possession of the said Premises within a period of 15 (fifteen) days of the Promoters giving written notice to the Purchaser/s intimating that the said premises is ready for use and occupation. On the expiry of the period of 15 (fifteen) days from the date of such notice in writing given by the Promoters to the Purchaser/s that the said Premises is ready for use and occupation, irrespective of whether the possession of the said Premises is taken or not in accordance with the provisions of this Agreement, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the built up floor area of the said premises) of all outgoings in respect of the said Lands and the said Sale Building, namely local taxes, property tax, betterment charges, lease rent, lease premium, if any payable to the MCGM, or such other levies by the concerned local Authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security staffs, sweepers and other expenses necessary and incidental to the management and maintenance of the said Lands and such parts thereof and the said Sale Building/s thereon, until the society and/or societies is formed and registered in respect of the Sale Building/s together with the land underneath thereof and/or the said Lands together with the new building/s thereon is leased to the said society and/or such societies by the SRA or the concerned Authorities as the case may be. Furthermore, if on the expiry of 15 (fifteen) days from the date of the aforesaid possession notice and for any reason whatsoever, the Purchaser/s fails to take exclusive physical possession of the said Premises, the Purchaser/s agree/s that the Purchaser/s shall be liable to pay holding charges at the rate of Rs.20/- (Rupees Twenty) per square feet of carpet area of the said Premises per month to the Promoters.
- (v) The Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser/s further agree/s and undertake/s that the Purchaser/s shall pay to the Promoters provisional monthly contribution as applicable at the time of handing over the possession towards outgoings and maintenance expenses for residential Premises and as applicable at the time of

handing over the possession towards outgoings and maintenance expenses for Commercial Premises. However, the Purchaser/s shall before taking possession of the said Premises pay to the Promoters the said sum as applicable at the time of handing over the possession for the period of 12 (twelve) months maintenance charges as advance payment of maintenance charges. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and shall remain with the Promoters till the necessary vesting/transfer document is executed in favour of the said society and/or the other societies as the case may be, subject to provisions of the said Act and/or the relevant Rules and regulations in connection therewith. On such vesting/transfer document being executed, subject to deductions to be made for the dues if any, the Promoters shall transfer the balance amount to and in favour of the society or the societies. In case of the deficit of the maintenance charges as herein mentioned above, then in such case the Purchaser/s shall further pay his proportionate share of outgoings and after the 12 (twelve) months either Purchaser/s shall pay further advance 6 (six) months maintenance charges or shall pay regularly on or before the 5th day of each and every month in advance as may be decided by the Promoters and shall not withhold the same for any reason whatsoever.

18. The Purchaser/s shall at the time of delivery of possession of the said Premises shall pay to the Promoters the following amounts:-

- (i) Rs. 30,000/- (Rupees Thirty Thousand only) being agreed amount towards the legal charges;
- (ii) Rs. 650/- (Rupees Six Hundred Fifty only) towards share application money and admission fees of the Society ;
- (iii) Rs. 20,000/- (Rupees Twenty Thousand only) towards the formation & registration of the Society;
- (iv) Rs. _____/- (Rupees _____ Only) towards the formation & registration of the Apex Body of all the Societies (as and when formed);

- (v) Rs. 35,000/- (Rupees Thirty Five Thousand Only) for water meter, electric meter, towards costs of electric sub-station, cables, sewage connection;
- (vi) Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) towards development charges and betterment charges;
- (vii) Rs. 25,000/- (Rupees Twenty Five Thousand Only) towards Piped Gas Connection;
- (viii) Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) towards Club Charges ;
- (ix) Rs. 75,000/- (Rupees Seventy Five Thousand Only) towards Corpus fund;

Total Rs. 5,85,650/- (Rupees Five Lakh Eighty Five Thousand Six Hundred Fifty Only); and

- (x) Applicable amount towards GST and/or and any other tax in any name whatsoever in respect of this transaction, if any, payable by Promoters to the prescribed Authority will in addition to the sale price agreed to be paid by the Purchaser/s to the Promoters in terms of these presents.

19. The Promoters shall, without being accountable to utilize the sum as mentioned in Clause 18 (i), (iii) to (viii) paid by the Purchaser/s for meeting all legal costs, formation and registration of society and Apex Society, deposits for electricity, water, gas etc., development charges and betterment charges, club house charges and expenses including professional cost of attorney at law, Advocates and Solicitors of the Promoters in connection with formation of the Society, the cost of preparing its rules, regulations and the bye – laws and the cost of preparing and engrossing this Agreement, and the Lease Deed etc. The Promoters also shall without having to render any account of whatsoever nature either to the Purchaser/s or the society shall utilise the sum specified in Clause 18 (i), (iii) to (viii) for the purposes mentioned herein.

20. The Promoters shall maintain a separate account in respect of sums mentioned in Clause 18 (ii) and (ix) and the advance maintenance as received

under clause 17(v) above from the Purchaser/s on account of share money and for maintenance charges respectively shall utilize the amounts only for the purposes for which they have been received.

21. The Purchaser/s have been handed over with the Fit Out and Maintenance Manual which shall be strictly observed and followed by the Purchaser/s and the occupants of the said Premises. In the event there is any default and violation of any such guidelines as directed in following the terms and conditions and the responsibilities of the Fit Out and Maintenance Manual, either by the Flat Purchaser/s occupants or the interior designer or any such person, the Flat Purchaser/s shall be solely responsible of the consequences and shall be penalized for the appropriate loss / damage caused along with any such fine that shall be imposed by the Promoters as defined therein till such default/violation of Fit-Out and Maintenance Manual guidelines has not been rectified and the gravity of the loss is continued, without prejudice to the Promoters right to initiate any such legal action in order to seek remedy in the event of continuous violation as aforesaid.

The restrictive use of said Club House shall be made available to the Purchaser/s in phase wise manner further Promoters may at its convenience can give right to use of club house as and when the same is ready to use and possession the said Flat has been offered to the Purchaser/s as herein above, SUBJECT HOWEVER TO the payment of such charges as may be decided by the Promoters and FURTHER SUBJECT TO the Purchaser/s paying the amount as per clause 18 (viii) towards the club membership charges, being the one time membership fees, for enjoying the facilities provided in the club as per the rules and regulations framed by the Promoters as herein mentioned and the same is not refundable to the Purchaser/s nor shall Purchaser/s will demand for the same.

Also FURTHER SUBJECT TO the payment of the usual user charges fixed by the Management of the Club from time to time for the facilities used and also SUBJECT TO the Rules and Regulations framed by the Promoters for the use of the same. For the sake of clarity it is reiterated that the possession of the said Premises shall have no connection and co-relation with the said Club becoming operational and the Purchaser/s shall not raise any claim or objection in this regard.

22. The Promoters shall have a first charge and lien on the said Premises in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

23. It is hereby expressly clarified, agreed and understood between the parties hereto that:

(i) The Promoters do and each of them doth hereby declare that no part of the FSI relating to the said entire Project have been utilized by the Promoters elsewhere for any purpose whatsoever;

(ii) The entire unconsumed and residual F.S.I., T.D.R. etc., if any in respect of the said Lands and the entire increased, additional and extra F.S.I./T.D.R. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the statute, D.P. Plan, Rules, Regulations and bye-laws governing the loading and utilization of FSI and/or due to merger and amalgamation of the SRA Scheme of the said Lands with any other SRA Scheme/s and as also the F.S.I. which may be available till the completion of the entire project in all respect i.e. till obtaining the Building Completion Certificate of all the Sale Building/s to be constructed in phase wise manner on the said Lands or on the portion of the said Lands on any account or due to any reason whatsoever, including on account of handing over to the SRA or the Government or the Municipal Corporation of Greater Mumbai any set back area and/or due to any change in law, rules or regulations, shall absolutely belong to and be available to the Promoters alone and neither the Purchaser/s herein, nor the society and/or the societies being formed and registered of the Sale Building/s shall have or claim any rights, benefits or interest whatsoever in respect thereof including for use and consumption thereof and/or make any claims on the ground of inconvenience and/or blockage of light and/or ventilation and/or density and curtailment of environment and/or water and electricity etc., and/or in any manner whatsoever;

(iii) The Promoters have full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR, respectively for construction on any property in Greater Mumbai as may be permitted by law, including the said entire Project, for the purpose of

extending the new building/s thereon and/or for constructing any new and additional structures and floors thereon and/or otherwise howsoever, as it may desire and deem fit and proper;

(iv) The Promoters shall also be entitled to use, utilize and consume the TDR obtained or to be obtained by it from any other outside property, for construction on the said entire Project in any manner it deems fit and proper and as may be legally permitted, whether now or at any time in future, including after execution of the lease deed or any other vesting document in respect of the said Lands or any part thereof, as aforesaid; and the Purchaser/s and/or the society being formed and registered of the Sale Building/s shall not be entitled to use or consume the same at any time, even after execution of the lease or any other document vesting the title in respect of the said Lands or any part thereof, in favour of the Apex Body of all the societies.

(v) The top terrace on the said building / rooftop sky walk around of the Sale Building/s is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of what is stated in the aforesaid clause. Neither the Purchaser/s nor such society or societies nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said top terrace, until the completion of the scheme/project in its entirety and as mentioned hereinabove;

(vi) The Promoters shall form separate societies for the towers of the said project. Upon 51% of the total number of units/premises of the each towers of the said Residential/Commercial cum Residential Building/s being booked by the Purchasers, the Promoters may submit an application to the competent authorities, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules. The society as formed shall admit as its members all purchasers of such new and additional premises in the said Sale Building or buildings as the case may be. It is made very clear that the Promoters shall not be obliged to join as the Member of the Society for their unsold premises and in case Promoters decided to become the Members for their unsold premises the Society

may not object for the same and the Promoters shall only pay share monthly and membership money to the Society and nothing else on any name whatsoever.

(vii) The Promoters shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the lease, license or other use of the unsold premises in the said Residential Building or the said Building or any part thereof whether Society is formed or not;

(viii) All such new and additional premises, floors, buildings and structures shall absolutely and exclusively belong to the Promoters and the Purchaser/s or the society shall have no claim for any rights, title, benefits or interests whatsoever in respect thereof and the Promoters shall be entitled to deal with, sell, let or otherwise dispose off and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper and neither the Purchaser/s nor such society shall raise any dispute or objection thereto and the Purchaser/s hereby grant/s his/her/their irrevocable consent/s to the same;

(ix) The Purchaser/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause (including all its sub-clauses) or to the Promoters exercising its rights as mentioned herein, nor shall he/she/they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Promoters due to not able to use the common amenities for the time being or on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused as a result of the Promoters putting up and effecting such new and additional construction as mentioned hereinabove;

(x) The Promoters shall have unfettered full, free and complete right of way and means of access over, along, across and under all internal access roads at all times of the day and night for all purposes and either on foot or with or without carts, carriages, motor-cars, motor-cycles, motor-trucks or other vehicles either laden or unladen as well as full, free and complete right to store building material on any portion of the said

Lands or the said Lands for the purpose of carrying on construction of the said building/s as well as for the purpose of constructing additional floors or additional structures on the said Lands for consuming the unconsumed F.A.R. (F.S.I.) of the said Lands and also full, free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, telegraph, fax, cables and the equipment's of other amenities and services facilities for full and proper use and enjoyment of the said Lands and/or the neighboring Land or the Lands that may have been or that may hereafter be agreed to be purchased or taken for development by the Promoters or have merged the SRA Scheme with the neighboring SRA Scheme or in the same vicinity and if necessary to connect drains, pipes, cables etc., of the additional floors or additional structures to be constructed on the said Lands as well as of the buildings and structures constructed or to be constructed on such neighboring Lands or Lands under, over or along the said internal roads or on any portion of the said Lands. . The Purchaser/s hereby unconditionally and expressly consent/s to the same.

(xi) The Promoters shall have unfettered right to amalgamate or to amalgamate the said SRA Scheme with any other adjoining SRA Scheme in the same vicinity as the Promoters may deem fit and proper and at their own discretion and the Purchaser/s hereby give/s his/her/their irrevocable consent for the same.

(xii) The provisions of this clause shall always be the essence of this Agreement.

24. The Promoters shall be entitled to enter into agreements with other Purchaser/s in respect of unsold premises forming part of their respective allocations for any other permissible user in that behalf in such manner and on such terms and conditions as it may deem fit and proper without affecting or prejudicing the rights of the Purchaser/s in the said Premises.

25. The name of the building/s shall be **"SIDDHA -SKY"** as herein above mentioned and the Project name is SIDDHA –SKY and the sign/ name board on the building/s will always be the **SIDDHA- SKY developed by "SEJAL- SIDDHA PROJECT"** and neither the Purchaser/s nor the society or other societies of Purchaser/s be entitled to change it under any circumstances whatsoever.

26. The Purchaser/s is/are aware that the Promoters may either itself and/or through its purchaser/s and/or nominees or any of them jointly and/or separately give the unsold premises or any reserved area on leave and license and/or lease basis to banks or other institutions and/or any other party on such terms and conditions as it may deem fit and such leave and license/lease or other writings shall be binding on the Purchaser/s and consequently on the society or other societies to be formed and registered. Neither the Purchaser/s nor such Society or any other societies will be entitled to object to the same and/or to charge any additional amount in the form of non-occupancy charges or otherwise. The Purchaser/s shall also not at any time vote in any meetings of the said society or other societies or Apex Body in favour of any resolution levying any charges on such premises after such society or other societies or Apex Body is/are formed and this covenant shall be incorporated in the ultimate lease to be executed in this regard in favour of such society or other societies or Apex Body or shall be separately recorded in such deed/s document as the Promoters may decide.

27. The Purchaser/s himself/herself/itself/ themselves with intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenant/s with the Promoters as follows:

- (a) **TO MAINTAIN** the said Premises at the Purchasers' costs in good tenantable repair and condition from the date the possession of the said Premises is taken/ the said Premises is notified by the Promoters as being ready for use and occupation and shall not do or suffer to be done anything in or to the Sale Building/s in which the said Premises is situated, and also in the staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other Authority or change/alter or make addition in or to the building/s in which the said Premises is situated and the said Premises or any part thereof.
- (b) **NOT TO STORE** in the said Premises or any other part of the said sale building/s or on any portion of the said Lands or in parking space/s any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Sale Building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or

any other structure of the said sale building/s, including entrances of the said building/s and in case of any damage is caused to the said sale building/s or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- (c) **TO MAINTAIN** from the date the said Premises is notified by the Promoters as being ready for use and occupation, at his/her/its/their own costs, the said Premises and to carry out all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which they were delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the said sale building/s or the said Premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned Promoters local authority and/or other public authority.
- (d) **NOT TO DEMOLISH** or cause to be demolished the said Premises or any part thereof, not at any time make or cause to be made any addition or alteration in the said Premises, elevation and outside colour scheme of the said sale building/s and to keep the portion partitions, sewers, drains and pipes in the said Premises and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other parts of the said building/s and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said Premises without the prior written permission of the Promoters and/or the Society as and when formed and registered. In case on account of any alterations being carried out by the Purchaser/s in the said Premises (whether such alterations are permitted by the Promoters, Concerned Authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages).

- (e) **TO ABIDE BY** all the Bye-laws, Rules and Regulations of the Government, BMC, Reliance energy and all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such Bye-laws or Rules or Regulations.
- (f) **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 lands and the said Sale Building/s.
- (g) **NOT TO** enclose balcony attached to the said Premises and make them a part of room/hall. The Purchaser/s has/have been clearly informed that the balcony attached to the said Premises has been approved by the MCGM as an open balcony and shall further not cover any elevation features or chajjas if any, attached to the said Premises and make a part of the said Premises for the use of the room/hall. These elevation features shall continue to remain as elevation features.
- (h) **PAY TO** the Promoters within 7 (seven) days of demand by the Promoters his/her/itself share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to the said Sale Building/s.
- (i) **PAY TO** the Promoters the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the building in which the said Premises is situated, irrespective of the said Premises being occupied by the Purchaser/s on receipt of Occupation Certificate / on taking possession (as the case may be). The Promoters represented to the Purchaser/s that the Promoters have constructed certain common amenities including club House, Sky Walk, swimming pool etc., more particularly shown in the layout plan and the same are setout in **Annexure "4"** hereto. These amenities are common for the said Sale Buildings and shall be for the benefit of all the occupants of the Buildings of the said development, i.e. the Sale Buildings known as **"SIDDHA –SKY"** and the Purchaser/s shall enjoy the said amenities as and when the same is handed over and more particularly mentioned in the Schedules hereunder written for his/her/their respective Residential or Commercial Premises, ', upon handing over the possession of the said Premises to the

Purchaser/s, however, uses of such amenities are restrictive in nature. The common expenses in respect of the said developments, shall be shared by the purchaser/s of Premises of the said building/s in which the said Premises is situated in proportion to the area of their respective premises.

- (j) **TO BEAR** and pay within 15 days (fifteen) from the date of intimation to take the possession of the said Premises, the proportionate share (i.e. in proportion to the area of the said Premises) of outgoings in respect of the said Property, viz., local taxes, betterment charges, water charges, insurance premium, common electricity charges, repairs and sundry maintenance costs and salaries of clerks, chowkidars, sweepers, housekeeping and all other expenses necessary and incidental to the management and maintenance of the said building and land appurtenant. At the time of being handed over possession of the said premises, the Flat Purchaser/s shall also pay to the promoters the Ad-hoc Maintenance Deposit being a lumpsum amount towards initial outgoings expenses as set out above.
- (k) **NOT TO LET**, transfer, assign, or part with the Purchaser/s interest or benefit factor of this Agreement or the said Premises or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and possession of the said Premises has been duly handed over by the Promoters to the Purchaser/s and only if the Purchaser/s has/have not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Promoters for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Promoters. In the event of any contravention of what is stated hereinabove in this sub-clause, the Promoters shall be entitled (but not bound) at its option to terminate this Agreement hereof and/or to treat any person who is placed in possession of the said Premises as a trespasser and to deal with him accordingly including without prejudice to charge compensation from the Purchaser/s the said person on account of such breach.

- (l) **TO OBSERVE AND PERFORM** all the rules and regulations which the condominium/Co-operative Society/Limited Company of the Flat holders in the said Sale Building/s 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 Sale Building/s and the 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 the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises in the said Sale Building/s and shall pay and contribute regularly and punctually towards the taxes, lease rent, expenses or other outgoings in accordance with the terms of this Agreement.
- (m) **TO REMOVE** any obstruction or nuisance that may be caused by the Purchaser/s in the premises / sale building/s /the said Lands, forthwith on being called upon to do so by the Promoters /society and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Promoters/ society at the costs and consequences of the concerned Purchaser/s.
- (n) **TO GIVE ALL FACILITIES**, assistance and co-operation as may be required by the Promoters/society from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/ amenity/service line/infrastructure of and/or relating to any of the Sale Building/s or premises on the said Lands including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Promoters (such as parking of vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. Till lease in respect of the portion of the Land underneath the sale building/s or the said Lands is executed, the Purchaser/s shall permit the Promoters and their Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Lands or part thereof

and the said sale building/s or any part thereof to view and examine the state and condition thereof.

- (o) **TO OBSERVE AND PERFORM** all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglect/s, omit/s, delay/s or fail/s to pay for any reason whatsoever to the Promoters the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of **seven (7)** days from receipt of a written notice from the Promoters calling upon the Purchaser/s to make the said payments and/or comply with the said covenants and stipulations, the Purchaser/s shall be liable to pay to the Promoters such compensation as may be reasonably determined by the Promoters in the event of non-compliance by the Purchaser/s with the said notice, the Promoters shall be entitled to proceed against the Purchaser/s in accordance with the terms of this Agreement and applicable provisions of Law.
- (p) **NOT TO DO** or omit, suffer or permit to be done any act, deed, matter or thing in relation to the said sale building/s or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the development rights held by the Promoters and/or the F.S.I. layout plans, orders and/or permissions and sanctions pertaining to the entire said Lands or pertaining (in common) to said sale building/s or which may in any manner cause any damage or injury to the rights/interest of the Promoters and/or the persons who have purchased/hold premises, parking spaces and other premises and spaces in the said sale building/s.
- (q) **NOT TO PUT UP** or install box grills outside the windows of the said Premises or in any other manner do any other act which would in the opinion of the Promoters or society, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said Sale Building/s.
- (r) **TO MAINTAIN** the external elevation of the building in the same form as constructed by the Promoters and shall in any manner whatsoever and not

to put up, under any circumstances, any construction or enclose the flower beds which have been permitted (approved) free of F.S.I in the plans already approved.

- (s) **TO INSTALL** air-conditioner/s only in the space/s provided in the said Premises for the same, if the Purchaser/s desire/s to install air conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said Premises, or be required to be affixed / installed outside the said Premises, the Purchaser/s shall install/ affix the same only after obtaining from the Promoters prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Promoters in respect of the same.
- (t) **TO KEEP** upon the receipt of the possession of the said Premises, insured against loss or damage by fire or any other calamities for the full value thereof.
- (u) In case Reliance Energy Ltd., or any competent authority requires/ demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost, charges and expenses thereof shall be borne and paid by all the Purchaser/s in proportion to the area of their respective Premises agreed to be acquired by him/her/them.
- (v) **NOT TO OBJECT** even if the society is formed and registered as aforesaid, the management of the said Sale Building/s by the Promoters as herein mentioned through its own agencies and shall pay regularly the charges and/or outgoings in respect of the services provided by the said agency or agencies of the Promoters.
- (w) **NOT TO** put up any hoardings, neon signs, display boards or otherwise any advertising material in any part of the said sale building/s whether inside or outside or in the compound, save and except a reasonably sized name plate/board at the entrance of the said Premises.
- (x) **SHALL NOT** be entitled to any rebate and/or concession in the price of his/her/their said Premises on account of the construction of any other

building/s and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement/hoarding put on the said Lands and/or the new building/s and/or any part thereof.

- (y) **SHALL NOT** use the area of flower bed for any purpose except for the purpose of keeping planters/void failing which the Purchaser/s shall be liable to pay Rs.10,000/- (Rupees Ten Thousand) per day till time he/she/they continue/s to use the said area of flower bed for any other purpose.
- (z) **SHALL NOT** fix/fit only split A/c and fix compressors only in area provided for that purpose, failing which the Purchaser/s shall be liable to pay Rs. 1,500/- (Rupees One Thousand Five Hundred Only) per day till such time that Purchaser/s has removed the A/c Compressor from any other place other than area provided for the same.
- (aa) **SHALL NOT** interfere in any manner in any work of development of construction till the entire development of the Lands are completed and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas, car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Lands and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoters in this regard.
- (bb) **SHALL NOT** object in any manner object when the sky bridge is under construction on any ground whatsoever including but not limited to (i) should be accessible for workmen and carrying out construction activity during bridge construction and erection process, (ii) during the bridge erection last floor flat areas may be covered for safety and privacy, (iii) top floor flats windows facing sky bridge may get stains of paint during sky bridge touch-up which shall be removed and re-finished, (iv) during skywalk work lift and staircase in H/O block may be required for work men and area at ground floor shall be required to be guarded and restricted for resident movement. FRP and stair to be accessible and usage permission may be required, (v) during erection of skywalk girders work shall be visible from windows of residents. Noise due to welding

and light hammering may be there and (vi) the complete sky walk shall be handed over in last phase only.

- (cc) As the Purchaser/s is/are aware that the Promoters are engaged in constructing the said Lands in a phasewise manner and to construct the said Lands in Phasewise manner, the Promoters shall be entitled to enter upon or use any address of the said Lands to ingress and shall be entitled to have all rights to pass from any part / areas of the said Lands with trucks, machines, cranes, drillers, JCB/earthmovers, etc. and all other vehicles required for carryout but development and construction and also movement of materials and labours (both skilled and unskilled) on the said Lands. Upon the said Premises being handed over to the Purchaser/s, the Promoters shall be entitled to continue to carry on all construction activities for all or any other part of the said Lands which are to be developed/ constructed by the Promoters and which may cause inconvenience / disturbance to the Purchaser/s, however, the Purchaser/s has/have hereby unconditionally and irrevocably concerned for the same and agree, undertake and confirm that the Purchaser/s shall not take any objection for any of the construction activity/ies or any ingress / egress upon the said Lands or any part thereof by the Promoters alongwith any vehicles, etc. and the Purchasers shall not raise any objection or make claim, demand damages, etc. from the Promoters and/or obstruct the Promoters or any of their construction activities in the building/s on the said Lands or part thereof in any manner and for any reason whatsoever, and based on this clear understanding the Purchaser/s has/have agreed to acquire the said Premises.
- (dd) The Promoters have inferred the Purchaser/s that there is a common access road, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewage lines, sewage treatment plant and other common amenities and conveniences in the layout of the said Lands.
- (ee) The Promoters have further informed the Purchaser/s that all the expenses and charges (maintenance and up keeping) of the said amenities and conveniences may be common and the Purchaser/s along with other purchaser/s of flat/units/premises in the Real Estate Project and/or the buildings constructed on the said Lands, 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 flat/units/premises on the Real Estate Project including the Purchaser/s herein. The proportionate costs and charges to be paid by the Flat Purchaser/s shall be determined by the Promoter and the Flat Purchaser/s agrees to pay the same regularly without any abatement and without raising any dispute or objection with regard thereto.

28. Till the entire development of the said Property / Lands is completed in phase wise manner, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities, and/ or any other common facilities or the amenities including skywalk to be provided, further Promoters may at its own convenience can give right to use of club house as and when the same is ready for use in the said Building/s and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoters in this regard.

29. The Adhoc Maintenance Deposit so paid by the Flat Purchaser/s to the Promoters shall not carry any interest and shall be utilised by the Promoters for payments, taxes, outgoings from the date of possession. The Promoters have informed the Flat Purchaser/s that once the Adhoc Maintenance Deposit is about to get exhausted by the Promoters, the Promoters shall intimate the Flat Purchaser/s about the same and the Flat Purchaser/s have agreed to regularly pay the monthly maintenance charges on 5th of every month on actuals without any objection, demur or protest as per the invoice raised by the Promoters till the time the management and operation of the Sale buildings has been handed over by the Promoters to the Adhoc Committee and/or to the Society, whoever earlier and shall not Withhold the same for any reason whatsoever and non-payment for 3 (three) consecutive months shall be construed as default under this Agreement. The Promoters shall hand over the management and affairs of the Sale Buildings to the Adhoc Committee and/or to the society within a period of 24 (twenty four) months from the completion of the Project. The Flat Purchaser/s hereby agree/s and declare/s that he/she/it/they shall submit full fledged drawings with all specification before starting interior work of the said Premises approval shall be obtained from the Promoters. At the time of being handed over possession of the said Premises, the Flat Purchaser/s shall **deposit**

applicable “**Fitout Deposit**” towards the interest free deposit for carrying out interior work in the said Premises, irrespective whether he/she/they carry out the fitout work or not at that particular time. The said fitout deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Promoters’ approval by the Flat Purchaser/s. The said Fitout Deposit shall be refunded by the Promoters to the Flat Purchaser/s at the time of handover of the said Building to the Adhoc Committee and/or to the Society subject to the terms setout in this Agreement.

30. The Purchaser/s agree/s and acknowledge/s that the Promoters is/are providing equipments/ systems/ appliances as mentioned in the List of Amenities. The Purchaser/s is/are aware that the Promoters are not the manufacturer of these systems of equipments/ systems/ appliances. The Promoters does not warrant or guarantee the use, performance or otherwise of these equipments/ systems/ appliances. The parties hereto agree that the Promoters are not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of these equipments/systems/appliances.

31. Notwithstanding any other provisions of this Agreement, the Promoters shall be entitled in their sole and absolute discretion:

- (i) To formulate the basis of usage of parking spaces and charges to be levied for such usage as mentioned in this Agreement.
- (ii) The Promoters shall be entitled to decide the terms and conditions and the rate/charge/levy on which the parking of cars in the open or in the basement/podium shall be allowed. The Purchaser/s agree/s that the Promoters shall have the exclusive right to decide the terms and conditions, rate of parking charges, timing of parking, place of parking and subject to availability of space and that the Purchaser/s shall not be entitled to demand any additional car-parking spaces. The Promoters shall further have the right to reserve such number of parking spaces as the Promoters may in their absolute discretion decide to be used for parking of any person or persons or for any particular event without any let, hindrance, demand from the Purchaser/s or through or in under or in trust for the Purchaser/s.

(iii) The Promoters shall prior to giving the possession of the said Premises to the Purchaser/s, earmark the areas for purposes of displaying hoarding /advertisements, neon signs, Dish Antenna/s, Relay Station/s for Cellular and satellite communications on the external and internal walls, roofs, top terrace, common corridors, common lifts, staircases, lobbies, entrances, atriums and all the common areas and passage. However, the same shall not obstruct ingress and egress of the Purchaser/s to the said Premises and/or to the building in which the same is situated. The Promoters shall have full right, absolute authority, and unfettered discretion to sell, transfer, lease and/or grant on lease and license basis and/or other create third party rights in respect thereof and enter into suitable arrangement/s or agreement/s with any person/s in connection therewith and on such terms and conditions as the Promoters deem fit and to receive/collect such contract monies/rents, fees as consideration thereof from such person/parties/allottees. The Promoters shall be entitled to be allotted shares in the Society proposed to be incorporated of the premises or other Premises in respect of such areas. The Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s or such Society and neither the Purchaser/s, nor such Society or societies or Apex Body shall at any time raise any dispute or objection in this regard. It is agreed that the aforesaid rights in favour of the Promoters shall be treated as a covenant running with the land and shall form part of the lease deed when executed in favour of such Society or societies or Apex Body. It is hereby expressly agreed that in case of vertical expansion of the Sale Buildings by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications, etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoters and the Purchaser/s and/or such Society or societies or Apex Body shall not be entitled to raise any objection and/or create any hindrance in respect thereof in any manner whatsoever.

- (iv) The Promoters shall be entitled to but not obliged to become the Member of such society to be formed by the Promoters, in respect of all the unsold premises together with the Purchasers of the other premises in the said Sale Building/s known as "**SIDDHA-SKY**".
- (v) The Promoters if necessary shall become the member of such society in respect of the rights and benefits conferred on it herein or otherwise as the case may be. If the Promoters transfers, assigns and/or disposes off such rights and benefits at anytime to anybody, the assignees, transferees and/or the Purchaser/s thereof shall become the members of such society in respect of the said rights and benefits. The Purchaser/s herein and such society or societies or Apex Body will not be entitled to raise any objection to admit such assignees or transferees as the member/s of such society and shall not charge any fees or other amounts' therefrom, save and except share money and entrance fee.
- (vi) To have a society of the Premises of the Purchasers formed and constituted as contemplated in terms of LOI and Revised LOI or any other approval etc. herein and the Purchaser/s hereby agree/s and undertake/s to become a member of such Society or societies or Apex Body along with the other premises purchaser/s.
- (vii) (a) Unless it is otherwise agreed by and between the parties hereto, the Promoters shall within a period of **twelve (12)** months of formation and registration of the society or societies or Apex Body of the Sale Building/s and on sale of all the Premises in the said Sale Building/s or within such extended time as the SRA and/or MCGM deem fit, cause to be demised to such Society, the portion of the said Lands together with the Sale Building constructed thereon and to cause to convey the **SIDDHA-SKY** building/s together with lease or any such vesting documents in respect of the portion of the said Lands underneath the each such Sale Building or the said Lands, from the SRA in favour of such society or societies or Apex Body being formed and registered, as the case may be. Such vesting documents shall be executed

keeping in line with all the terms and provisions of this Agreement and all such societies will form an Apex Body and the lease will be given to the Apex Body with all the common amenities on the said Lands, but each individual society will have the right of lease underneath the building and land appurtenant to each such Tower/Sale Building as defined hereto and marked on the layout plan annexed hereto as Annexure-4.

(b) All costs, charges and expenses in connection with preparing, engrossing, stamping and registering all the agreements, or any other document required to be executed by and between the Promoters and by the Purchaser/s including stamp duty and registration charges payable in respect of such documents and the formation of the said Common Organization, society or societies or Apex Body of all the Societies as well as entire professional costs of attorneys of the Promoters for preparing and approving all such documents upto the execution of the lease shall be borne and paid by the Purchaser/s in proportion to the area of the said Premises.

(viii) The power and authority of such society or the Purchaser/s herein and other Purchaser/s shall be subject to the overall power, control and authority of the Promoters in all the matters concerning the Sale Building/s and other construction on the said Lands, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold premises, etc., and the disposal thereof.

(ix) At the time of execution of the vesting document in respect of the portion of the said Lands underneath the said sale building/s or the said Lands and the sale building/s, any rules framed under any relevant statute and/or under any order, notification or ordinance whatsoever and by whatever name called, shall be complied with by the Purchaser/s and/or such society or societies or Apex Body in consultation and co-operation with the Promoters and all costs, charges and expenses, if any, that may have to be incurred in

connection therewith shall be borne and paid by the Purchaser/s and/or such society.

- (x) VIMLA & Co., Advocates and Solicitors of the Promoters, shall prepare all deeds, and/or documents, inter alia, to be executed in pursuance of this Agreement.

These terms being of essence and the Purchaser/s being fully aware of its importance, do hereby agree/s the same and the Promoters shall in the interest of all premises /holders in the sale building/s and for the purpose of effective management of the sale building/s it is desirable that the Promoters be vested with these power and authority. The Purchaser/s hereby agree/s and undertake/s to sign and execute such papers and applications for the formation and registration of the such society or societies or Apex Body and for becoming a member and duly fill in, sign and return to the Promoters within 10 (ten) days of the same being forwarded by the Promoters to the Purchaser/s so as to enable the Promoters to form and register such society.

32. The Purchaser/s hereby agree/s, undertake/s and covenant/s with the Promoters that neither he/she/they, nor the Society (as and when formed) shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement or any other deed, document or writing that may be entered into and executed between the parties hereto and the Purchaser/s and such society or societies or Apex Body shall be bound and liable to render to the Promoters all necessary assistance and co-operation, to enable it to exercise and avail of the same.

33. 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 and/or of the said Lands and/or building or any part thereof, The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all rights of ownership in all open spaces, parking spaces, external walls, glazing, cladding, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters until the portion of the said Lands underneath the said sale building/s or the said Lands and the said sale building/s is/are demised and/or transferred to such Society or societies or Apex Body as herein mentioned, which in any case shall be subject to the rights of the

Promoters as agreed to and specified herein and of the other allottees/purchasers of said the Premises as herein stated.

34. Any delay or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to Purchaser/s shall not be construed as a waiver on the part of the Promoters for any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

35. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by registered post with A.D. to his/her/their address given below; Further in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first in this Agreement and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

36. The Stamp duty and Registration Charges in respect of and incidental to this Agreement and all other documents to be executed in pursuance of this Agreement like lease deed, any transfer documents etc., shall be borne and paid by the Purchaser/s alone and the Purchaser/s alone will be liable to pay all the interest, penal interest penalty, if any, to be payable to the stamp authorities or any other authorities, if any documents including this Agreement is found to be insufficiently or improperly stamped or otherwise howsoever.

37. This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 and the Rules made under there from time to time.

38. The Purchasers and/or the Promoters shall present this Agreement at the proper registration office for Registration within the time limit prescribed by the Registration Act and admit execution thereof.

39. Any dispute between the parties shall be settled amicably. In the case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016.

40. The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts in Mumbai shall have the jurisdiction in respect of and in connection with this Agreement. .

41. The Permanent Account Nos. of the parties hereto is as under:-

NAME	PAN NO.
M/S. SEJAL SHAKTI REALTORS LLP	ADAFS1705P

IN WITNESS WHEREOF the parties hereto have respectively set and subscribed their hands the day month and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Firstly: All that being piece and parcel of land situate at Opp. Shukla Hotel, Raoli Camp, Khokri Agar , New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 6 (part) admeasuring **1230.35** sq. meters of Salt Pan Division.

Secondly: All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 12 (part) admeasuring **5476.65** sq. meters of Sion Division.

Thirdly: All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 16 (part) admeasuring **894.63** sq. meters of Salt Pan Division.

Fourthly: All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 17 (part) admeasuring **871.82** sq. meters of Salt Pan Division.

Fifthly: All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 18 (part) admeasuring **753.72** sq. meters of Salt Pan Division.

Sixthly: All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 19 (part) admeasuring **2387.58** sq. meters of Salt Pan Division.

Seventhly: All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 20(part) admeasuring **7102.69** sq. meters of Salt Pan Division.

Eighthly: All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 21(part) admeasuring **7658.94** sq. meters of Salt Pan Division.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Limited Commercial Owners Amenities

- 1) Lift
- 2) STP
- 3) Water tank
- 4) Landscape

THE THIRD SCHEDULE ABOVE REFERRED TO:

Limited Residential Owners Amenities

Sr. No.	Floor No.	List of amenities
1	Ground floor -green belt (proposed)	Kids play area
		Pet Zone
		Multipurpose court

		Cricket pitch
		Yoga lawn
		Jogging loop
		Central lawn
2	Gr floor internal amenities	Banquet hall
		Pre function area
3	Third floor club house amenities	Multipurpose lawn
		Stepped garden
		Swimming pool
		Deck area
		Kids pool
		Jacuzzi
		Community sit out
		Common garden
		Gymnasium
		Children's play area
		Toddler's zone
		Creche
		Admin room
		Business lounge
		Showroom
		Pantry
		Games room
		Sitting
		Hobby visual reality room
		Squash court

4	4th floor club house amenities	Party hall
		Lounge
		Mini theatre
		Store
		Library
		Multipurpose room

5	Skywalk Amenities	Jogging loop/track
		Sunset lounge
		Party lawn
		Kids play area
		Service Counter/Cooking Station
		Seating Coves
		Yoga Area
		Fitness Garden
		Skyplex
		Star Gazing Area.
		Amphitheatre
		Senior Citizen Corner

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(General Common Tower Amenities)

- a) Main Entrance Lobby
- b) Lift, Lobby and Landings
- c) Staircase and Staircase landing
- d) Corridors
- e) Refuge area
- f) Facilities including electricity, water, common washroom

SIGNED SEALED AND DELIVERED)
By the withinnamed "Promoters")
M/s. SEJAL SHAKTI REALTORS LLP)
By the hands of its Attorney)
MR. NITIN KISHOR HIRA)
Through Power of Attorney dated 15th October 2019)
Given by **MR. SAMYAK JAIN** ,Partner of)
M/S SEJAL SHAKTI REALTORS LLP)

who have all in taken thereof subscribed)

their respective signatures hereto at Mumbai)

in the presence of.....)

SIGNED AND DELIVERED by the)

withinnamed "Purchaser/s")

MR.)

&

MRS.)

at Mumbai in the presence of)

RECEIPT

Received of and from the within named Purchaser/s a sum of **RS.....** /-
(RUPEESONLY) as earnest money
to be by him/her/them/it paid to us as within mentioned the details of which are
as under:

Sr. No	Cheque No. / RTGS / NEFT	Drawn On	Amount (Rs.)
01			
02			
03			
04			
Total			/-

WE SAY RECEIVED

**For M/s. SEJAL SHAKTI REALTORS LLP
Authorised Representative / Designated Partners**

DATED THIS ____ DAY OF ____ 2019

M/s. SEJAL SHAKTI REALTORS LLP

.....THE PROMOTERS

AND

MR.

&

MRS.

.....THE PURCHASER/S

AGREEMENT FOR SALE

VIMLA & CO.,
ADVOCATES & SOLICITORS
Office Nos.115/116, 3rd Floor,
24-B Rajabhadur Compound,
Ambalal Doshi Marg, Hamam Street,
Behind Lalit Hotel, Fort,
Mumbai-400 023.