

not raise any objection thereto. The Flat Holder/s validates all action that may be taken by the Constituted Attorney in terms of the Specific Power of Attorney issued by the Flat Holder/s .

(g) On receipt of the registered Deed of Cancellation in respect of said Flat, the Developer agrees to refund the balance consideration (if any) payable to the Flat Holder/s in terms of this Agreement.

The Developer has allowed a rebate for payments of the installments payable by the Flat Holder/s by granting discounts for such payments and accordingly the payments have been worked out by the Parties hereto. The Flat Holder/s after consulting his legal advisors has agreed to the specific agreed terms relating to termination of this Agreement taking into account the fact that the Developer has granted considerable rebate and discount while agreeing upon the purchase consideration as well as the installment of payment as stipulated in this Agreement.

19. The Flat Holder/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under **Clause No. 5** above, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Flat Holder/s as per the payment schedule mentioned in **Annexure - C** herein below, and the Flat Holder/s shall make all payment/s to the Developer on or before the due dates, the same being the essence of this Agreement.

20. The Developer shall hand over possession of the said Premises to the Flat Holder/s,

PROVIDED that -

- (i) Flat Holder/s have not committed any default in making payments to the Developer of the respective installments of the Purchase Price on their due dates.
- (ii) Flat Holder/s are willing and ready to make full payment of all amounts/deposits payable to the Developer in terms of Annexure H herein below and/or any other amounts /charges payable to the Developer under this Agreement; and
- (iii) Prior to such date, the Flat Holder/s are not in breach of any other terms and conditions of this Agreement.



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21. The Flat Holder/s shall take possession of the said Premises, within

DEVELOPER  	FLAT HOLDER(S)  <u>S.A. Gamze</u>
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10 (ten) days of intimation by the Developer ("the Date of Possession"). The Flat Holder/s shall, on expiry of the 10 (ten) days or upon receiving possession of the said Premises (whichever is earlier), be deemed to have accepted the said Premises, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the said Developer, with respect to any item of work alleged not to have been carried out or completed. The Flat Holder/s expressly understand/s that from such date, the risk and ownership to the said Premises shall pass and be deemed to have passed to the Flat Holder/s. The Flat Holder/s shall be liable to pay maintenance, outgoing and other charges, taxes from the date of Date of Possession irrespective as to whether Flat Holder/s takes possession of the said Flat or not. In case of non-payment, the Developer shall be entitled to exercise various rights, available under this Agreement. The Flat Holder/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Flat from the expiry of 10 (ten) days of the notice of possession.



The Flat Holder/s hereby agrees that in case the Flat Holder/s fails to respond and/or neglects to take possession of the said Premises within the time stipulated by the Developer, then the Flat Holder/s shall, in addition to the above, pay to the Developer holding charges at the rate of **INR. 25/- (Rupees Twenty-Five Only)** per week per square feet of the Total Area of the said Flat ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of such delay the said Flat shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Flat Holder/s in relation to its deterioration in physical condition.

23. ~~The said Building shall be completed in accordance with the sanctioned plans and specifications mentioned in this Agreement as modified from time to time, and if any structural defect in the said Premises/ said Building and/or defect in material used or damage caused by reason of workmanship in construction is brought to the notice of the Developer within a period of 5 (Five) years from the date of handing over possession or date of Occupation Certificate (OC) whichever is earlier, it shall wherever and/or whenever possible be rectified by the Developer without further charge to the Flat Holder/s. However, Parties agree and~~

<p>DEVELOPER</p>  	<p>FLAT HOLDER(S)</p>  <p>S.A. Ganu</p>
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confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect to Premises /said Building or defective material being used or regarding quality of workmanship of the construction.

- 24. If after the date on which the Flat Holder/s have taken possession of the said Premises, any damage due to wear and tear of whatsoever nature is caused to the said Premises (save and except the defects as mentioned in **Clause No. 23** above), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Flat Holder/s and the Flat Holder/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.
- 25. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Flat Holder/s , under the terms and conditions of this Agreement, have a first charge/lien to the said Premises, and the Flat Holder/s shall not transfer the same to their right, title, interest to the said Premises or benefits under this Agreement to any third party, in any manner, whatsoever, without making full payment of all amounts payable by the Flat Holder/s under this Agreement, to the Developer.
- 26. As soon as the said Building is notified by the Developer, complete and offered possession of the said Premises to the Flat Holder/s , the Flat Holder/s shall pay to the Developer all balance installments of the Purchase Price (if any are pending) and all other amounts/deposits payable under this Agreement within 10 (ten) days of receipt of such written notice served, however if any event prior to taking actual possession of the said Premises.
- 27. The Flat Holder/s shall use the said Premises, and every part thereof, and/or permit the same to be used for the purpose of residence and shall use / permit the use of the car parking spaces, if any, allotted to the Flat Holder/s , only for the purpose of parking car/s of the Flat Holder/s , and not for any other purpose whatsoever.
- 28. It has been expressly made clear to the Flat Holder/s that he/she/they/it, shall not be entitled to claim any rebate or reduction in the Purchase Price, nor any other benefits from the Developer, as a result of such development, and/or amendments, alterations, modifications and/or variations that the Developer shall cause to be carried out, and the Developer shall be entitled



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to use the additional area, if any, so granted to the Developer from time to time by SRA or such additional FSI available on the said Plot.

29. The approved layout shown to the Flat Holder/s at the time of signing of this Agreement is subject to change / variation / modification by Developer to achieve development as disclosed under this Agreement. The Flat Holder/s accepts that the layout shown to him at the time of signing of this Agreement is only provisional and to achieve development as disclosed under the Agreement, approved layout can be changed, modified, altered, varied by the Developer from time to time in absolute discretion of the Developer for any reasons what so ever including the reason of market conditions, market demand and/or requirements of Development Control Regulations etc. It is agreed by the Flat Holder/s that the Developer shall be entitled to carry out any change / alteration / modification and/or variation in the approved Master layout or in the approved Sale Sub Plot layout, in any manner whatsoever, as may be required by the Developer for consumption of full FSI available in respect of the said Entire Land, from time to time, in respect of the said Building Land and/or Sale Sub Plot Land and/or Entire Land. The Flat Holder/s has given an informed consent to the Developer to carry out any change / alteration / modification and/or variation in the approved Master Layout and/or approved Sale Sub Plot Layout in any manner whatsoever as may be required by the Developer for consumption of full FSI available in respect of the said Entire Land from time to time.



30. The Flat Holder/s hereby agree/s that he/she/they/it, shall have no claim in respect of the said plot or any part thereof, save and except the said Flat.

31. **बनाये जाये**
[Handwritten signature and date: 27/07/2016]

In accordance with RERA and the RERA rules and regulations, the Company shall submit an application to the competent authorities to form an association to comprise solely of the Flat Holder/s in the said Building on the said Plot, as per the applicable law. The Developer shall call upon the Flat Holder/s to pay INR 620/- (Rupees Six Hundred Twenty Only) as the share money and INR 100/- (Rupees One Hundred only) as entrance fees for the said association and INR 25,000/- (Rupees Twenty Five Thousand Only) for formation and registration of the said association of Flat Holder/s and to sign all such deeds and documents required for the formation and the registration of the association of Flat Holder.

DEVELOPER [Signature]	FLAT HOLDER(S) [Signature] S.A. Gamsu
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and the Flat Holder/s shall pay the same within 15 days of the date of such a demand notice.

32. On the receipt of the share money and entrance fees for the organization and the formation and the registration of the organization along with the documents, the Developer shall enable the formation of the association/society/ organization of the Flat Holder/s of the said Building on the said Plot (the "**Association of Flat Holder/s**"). The Developer shall maintain a separate account in respect of sums received by the Developer from the Flat Holder/s as advance or deposit, sums received on account of the share capital for promotion of the organization towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
33. The Flat Holder/s is aware that once more than 51% of Flats in the sale building are sold and the entire consideration in respect thereof received by the Developer, the Flat Holder/s will be required to subscribe to the Society and/or such other Association of Flat Holder/s as may be proposed to be formed and for the said purpose will fully co-operate with the Developer and execute all forms, declarations, applications and documents as may be required in the matter.
34. The Flat Holder/s and the other owners of the other flats premises shall join in the formation and registration of the Association of Flat Holder and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Association of Flat Holder/s including bye-laws of the Association of Flat Holder/s and duly fill in, sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Flat Holder/s, so as to enable the Flat Holder to register the Association of Flat Holder under RERA and the rules framed thereunder. If the Flat Holder/s fail/s to comply with all the requirements for formation of the Association of Flat Holder within the prescribed time limit then the Developer shall not be held responsible or liable in manner for such delay in registration of such Association of Flat Holder. No objection shall be taken by the Flat Holder/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.



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35. The Developer hereby declare that the FSI (including TDR/FSI and compensatory Fungible FSI) available in respect of the said Plot is approximate 37,008.69 Sq. Mtrs or thereabouts only. The residual F.A.R (FSI) and/ or TDR / FSI and/ or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called in respect of the said Plot is consumed by the Developer and completed development of the said Plot. The TDR/ FSI and/ or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature generated from the said Plot has been loaded on the said Plot.



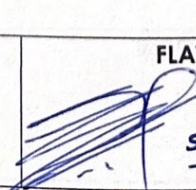
36. Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authorities. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Flat Holder/s confirms and consents that the Flat Holder/s have purchased the said Flat solely on the basis of the terms and conditions and representations made in this agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.



37. The Developer shall have the right to get insured for one or more perils like fire, earthquake, riots and civil commotion, militant action etc. by the Developer on behalf of the Flat Holder/s and the cost there of shall be payable by Flat Holder/s as the part of the maintenance bill raised by the Developer but contents inside each Apartment shall be insured by the Flat Holder/s at his/her/its own cost. The cost of insuring the building structure shall be recovered from the Flat Holder/s as apart of total Maintenance Charges and the Flat Holder/s hereby agrees to pay the same. The Flat Holder/s shall not door permit to be done any act or thing which may render void or void able insurance of any Apartment or any part of the said Building or cause increased premium to be payable in respect thereof or which the Flat Holder/s shall be solely responsible and liable.

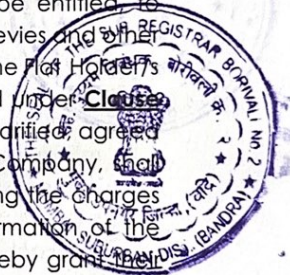
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38. The Developer shall have the right to designate any space on the said Plot to third party service providers for the purpose of facilitating the provision and proper maintenance of utility




DEVELOPER  	FLAT HOLDER(S)  <u>S. A. Grame</u>
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services to be availed by the occupants of the building/s that may be developed on the said Plot. The Developer shall also be entitled to designate any space in the said Plot to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Plot and the building/s constructed thereon.

39. (a) The Flat Holder/s agrees and consents, to the appointment by the Developer of any agency, firm, corporate body, organization, association or any other person (hereinafter referred to as '**Facility Management Company**') to manage, upkeep and maintain the said Building on the said Plot, together with the underlying portion of said plot, sewerage treatment plant, garbage, disposal system and such other facilities including but not limited to Business Centers / Club House, that the Developer may be required to install, operate and maintain common areas, common amenities & facilities including but not limited to Business Centre / Club House, car parking areas and open spaces. The Facility Management Company shall collect such fee which shall be a minimum of 20% escalation thereto, on the actual expenses to be incurred towards such management and maintenance activities. The Facility Management Company shall also be entitled to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the said Building including the Flat Holder/s proportionate share of the outgoings as provided under **Clause No. 12 & Clause No.13** above. It is hereby clearly clarified, agreed and understood that the Facility Management Company, shall also be entitled to exercise their rights for collecting the charges and expenses mentioned herein, even after formation of the Association of Flat Holder/s. The Flat Holder/s hereby grant consent confirming such agreement / contract / arrangement that the Developer has or may have to enter into with the Facility Management Company. It is further expressly understood, that the Developer shall not in any manner be accountable, liable or responsible to any person including the Flat Holder/s and/or Association of Flat Holder/s for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other persons in the course of such maintenance, management and control of the said Building on the said Plot and/or common areas and amenities & facilities thereto.



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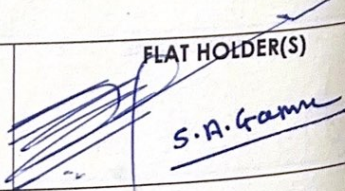
(b) The Flat Holder/s further agree/s and undertake/s to be bound on or before taking possession of the said Premises and from time to time thereafter to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the said Building on the said Plot and use of the said Premises by the Flat Holder/s for ensuring safety and safeguarding the interest of the Developer/ Facility Management Company and other owners of premises in the said Building on the said Plot and the Flat Holder/s also agree/s and confirm/s not to raise any disputes/ claims against the Developer / Facility Management Company and other owners of premises in this regard.

(c) The Developer has informed the Flat Holder/s and the Flat Holder/s are aware that the Facility Management Company has the exclusive right of providing T.V./Internet - Cable and dish antennae network in the said Building. The consideration received for such facility shall belong to Facility Management Company. In view thereof, the Flat Holder/s and /or other occupants of premises in the said Building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the same from the Facility Management Company or the assignee(s) of the Facility Management Company save and except in case of relinquishment as aforesaid. The Flat Holder/s and/or occupants of premise in the said Building and/or Association of Flat Holder/s shall pay the charges (including deposits) as may be charged by the Facility Management Company and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Facility Management Company and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto. The necessary covenant will be incorporated in the Deeds of Assignment/ Conveyance/ Declaration/ Deeds of Apartment as the case may be.



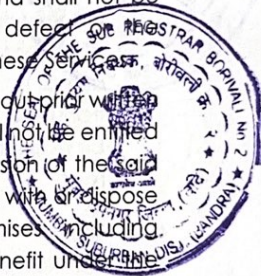
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The Flat Holder/s is aware that the Developer may in respect of the said Building, appoint a Facility Management Company to manage the said Building Land, including all the Building(s), if any there on a well as the said Building and the facilities/amenities.

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 	 <u>S.A. Gannu</u>

The Flat Holder/s along with the other Flat Holder/s shall be titled to avail the services provided or arranged to be provided by or through the Facility Management Company at a cost or charges that may be fixed by the Developer and/or Facility Management Company. All costs, charges and expenses that may be claimed by the Developer and/or Facility Management Company shall be to the account of and borne by the Flat Holder/s of the Apartments in the said Building. These costs shall be shared by all such Flat Holder/s on pro-rata basis determined by the Developer and/or Facility Management Company. The Flat Holder/s agrees and undertakes to cause the Common Organization and Federation to be bound by the rules and regulations that may be framed by the Facility Management Company. The Facility Management Company shall have the exclusive right to continue to manage the said Building Land and/or Sale Sub Plot Land for a period not exceeding 5 years which will commence from the date of obtaining Occupation Certificate (OC) in respect of the last of the building in the said Project. The Flat Holder/s is aware the Developer and/or Facility Management Company is not the Service Provider of these services. The Developer and/or Facility Management Company does not warrant or guarantee the use, performance or otherwise of these Services. The Parties here to agree that the Developer and/or Facility Management Company is not and shall not be responsible or liable in connection with any defect in performance/non-performance or otherwise of these Services.

40. The Flat Holder/s agrees and undertakes, that without prior written consent from the Developer, the Flat Holder/s shall not be entitled to sell, transfer, convey and/or part till the possession of the said Premises or any part/ portion thereof and/or deal with and dispose of his/her/their/its interest in the said Premises including his/her/their/its right, title and interest and/or benefit under the said Agreement or any part thereof to any person/s, company etc. till all his/her/their/its dues of whatsoever nature under this Agreement, owed to the Developer, are fully paid and also subject to the Flat Holder/s not being guilty of any breach of or non-compliance of any of the terms and conditions of this Agreement. **PROVIDED HOWEVER** the Developer may, in its sole discretion, permit the Flat Holder/s to transfer the benefits of this Agreement in favour of any other intending transferee prior to the receipt of the entire Purchase Price, subject however to the payment of transfer premium and any other cost of transfer which may be applicable by the Flat Holder/s and/or such intending



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transferee to the Developer at the rates as may be decided by the Developer in its sole discretion, and thereafter such intending transferee will be bound by the terms and conditions of this Agreement, including obligation to make payment of balance installments of the Purchase Price and also all other costs, charges, expenses and monies payable under this Agreement. All costs towards payment of stamp duty, registration charges, GST & TDS as applicable and other incidental costs/charges payable for the execution of such an assignment/transfer agreement shall be borne by the Flat Holder/s and the intending transferee alone and a copy of the duly executed agreement shall be furnished to the Developer within 15 (fifteen) days from the date of registration of the assignment/transfer agreement. The Flat Holder/s undertake to ensure that the assignee shall abide by the terms and conditions of this Agreement and that such assignee shall be subject to compliance of the terms and conditions of this Agreement.



41. Notwithstanding anything to the contrary contained under **Clause No. 33** above, the Flat Holder/s further agree/s and undertake/s, that the Flat Holder/s shall not sell, assign or transfer their right, title, or interest, in the said Premises or any portion thereof or the benefits under this Agreement till the conveyance/assignment of the said Plot to the Association of Flat Holder/s is completed. However, the Developer may at its own discretion have a right to permit such sale, transfer, and assignment on such terms and conditions as it may deem fit and subject to payment of transfer charges/premium and any other cost of transfer as may be applicable on rates that the Developer may determine in this regard.

42. The Flat Holder/s or their nominee or assignee or Association of Flat Holder/s hereby specifically and unconditionally agree/s and undertakes that all the TDR/ FSI and any other benefits/advantages present or future arising out of the said amenities/plot/area/ facilities shall solely and exclusively belong to the Developer alone and Flat Holder/s or their nominees or assignee hereby waive all such claim etc. Additionally, all the benefits, areas under the podium shall solely and exclusively belong to the Developer and Flat Holder/s and/ or Association of Flat Holder/s shall not raise any claim or objection on the same.

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43. The Deeds of Conveyance/Assignment / Deeds of Apartment / Reservation (as the case may be) shall contain suitable provisions		

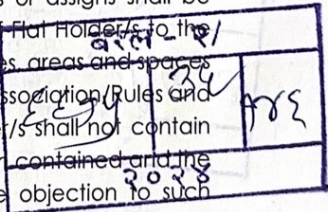
DEVELOPER 		FLAT HOLDER(S)  <u>S. A. Gamsu</u>
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in respect of the use and maintenance of the common infrastructure / services / facilities / amenities etc., pertaining to the construction/development undertaken on the said plot as a whole as are assigned and transferred to the Association of Flat Holder/s.

The Deed of Conveyance/Assignments/ Deeds of Apartments / Declarations and all other documents to be executed and also the bye-laws/Memorandum of Association/Articles of Association/Rules and Regulations in connection with the formation and/or registration of the Association of Flat Holder/s shall be prepared and approved by the Advocates appointed by the Developer and the same will contain such covenants and conditions as the said Advocates shall think reasonable and necessary having regard to the development of the said Plot and construction of building/s thereon. Any stamp duty, registration charges or other miscellaneous charges incidental to execution of such Conveyances/ Assignments / Deeds of Apartments/Declarations shall be borne solely by the other owners of premises in the building/s constructed on the said Plot (including the Flat Holder/s).

The Flat Holder/s agree/s and undertake/s, to sign and execute all applications and other papers and documents necessary for the formation and registration of the Association of Flat Holder/s within 10 (Ten) days from intimation by the Developer. The Flat Holder/s agree/s not to object to any changes in the draft bye-laws, Memorandum of Association/ Articles of Association/ Rules and Regulations of the Association of Flat Holder/s required for the registration of the same. The Flat Holder/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other owners of premises in the said Building on the said Plot. The Flat Holder/s shall be bound by the rules, regulations and bye-laws of the Association of Flat Holder/s including the terms and conditions contained in this Agreement.

The Developer or its transferees, successors or assigns shall be admitted as member/s of the Association of Flat Holder/s to the extent of all unsold and/or unallotted premises, areas and spaces in the said Building. The byelaws, Articles of Association/Rules and Regulations of the Association of Flat Holder/s shall not contain any provision contrary to the provisions herein contained and the Flat Holder/s shall not in any manner raise objection to such



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 	 S.P. Gramme

admission.

It further expressly clarified, agreed and understood that the Flat Holder/s and/or the Association of Flat Holder/s shall not raise any objection or dispute and/or claim any compensation, if the area permitted to be conveyed or transferred by the authorities is a variance with or is less than the area of the portion of the said plot as stated in this Agreement, whether the same is consequent upon the setback line or area, DP reservations, amenity space etc., if any, and reserved portions of the said plot being handed over and transferred to SRA and/or the government or local bodies or authorities, or any other reason whatsoever.

44. The assignment of the said Building in favour of the Association of Flat Holder/s under the Maharashtra Apartment Ownership (MAO) Act / Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) or RERA as the case may be shall be entered into within three months of obtaining the Building Completion Certificate (BCC) or Occupation Certificate (OC) of the said Building, Developer selling and disposing of all the flats constructed in the said Building and on receipt of all the outstanding payments from the respective buyers of the flats in the said Building.



Further the Developer, may within three months of completion of the entire development on the said Plot, cause to be transferred to the Association of Flat Holder/s all the right, title and the interest of the Developer in the said Plot on which the building/s are constructed/, on complete utilization and exploitation of the FSI and TDR potential of the said Plot by the Developer, the Developer selling and disposing of all the flats/Flat as constructed in the Buildings/Structures/Rowhouses/Flats on the said Plot and on receipt of all the outstanding payments from the respective buyers of the flats/Flats in the building/s constructed on the said Plot..

Such Conveyance/ assignment shall be in accordance with either all the terms and conditions of this Agreement and will contain such terms and conditions as the Developer's Advocates may in their absolute discretion determine.




In the event of there being layout, the Developer may during the pendency of the entire development convey only the completed

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sale building to the Society if formed and after completion of all buildings will cause conveyance/lease of the land to Association of Flat Holder/s / Societies of all the buildings including the rehabilitation buildings if any.

45. A Deed of Conveyance/Assignment to be executed in respect of the said Building/said Plot in favour of the Association of Flat Holder/s or Declaration to be submitted under the MAO Act/ MOFA and RERA other documents in favour of the Association of Flat Holder/s shall inter alia contain the following:
- a) Such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Developer for safeguarding its overall interest in the said Plot and the said Building.
 - b) A covenant by the Flat Holder/s to indemnify and keep indemnified the Developer against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.
 - c) Even after conveyance/assignment of the said Plot the Developer shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to any person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the Building and development of common areas; and
 - d) The Developer shall be permitted access and entry to the building/s and the common areas on the said Plot so as to discharge the obligations of the Developer under Section 14(3) of the RERA.

46. The Developer or its assigns and successors shall not be obligated to pay any maintenance fee towards the unsold and/or unallotted premises, areas and spaces in the said Building or in any other buildings/structures constructed on the said plot. It is further clarified that the Developer shall not be liable to bear or pay any amount by way of contribution, outgoings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise to the Association of Society Members formed in the manner mentioned

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above in respect of any unsold/un-allotted Flats or car parking spaces in the said Building or in any other buildings/structures constructed on the said plot. Developer will be entitled to apply and obtain reduction in and/or refund of municipal and other taxes, cesses, assessments and levies on account of vacancy of unsold/un-allotted premises, if the Developer becomes liable to pay or has paid the same in respect of such unsold/un-allotted premises in the said Building. If refund of any such taxes, cesses, assessments or other levies is made by the corporation or any other government, local or public body or authority or Association of Flat Holder/s in respect of such unsold/un-allotted Flats and car parking spaces in the said Building or in any other buildings/structures constructed on the said plot, then the Association of Flat Holder/s shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Developer, whether the Developer has demanded the same or not.

47. It is also CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN



Developer reserves to itself the unfettered right to the free and complete right of way and means of access over, along and under all the internal access roads in the said Plot and any common Rights of Ways with the authority to grant such rights to the Flat Holder/s and/or users of premises in the building being constructed on the said Plot at all times, during all hours of day and night by foot and also by vehicles of all description howsoever propelled and whether laden or unladen and the right of access to the said Plot for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground water-tanks, substation of power supply company etc. situated on the said Plot

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Necessary provisions for the above shall be made in the Deeds of Transfer/Assignment/Declaration /Deeds of Apartments to be executed as per terms mentioned hereinabove. The Flat Holder/s hereby expressly consent/s to the same.

48. All unsold and/or un-allotted residential premises, areas and spaces in the said Building, including without limitation terraces

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parking spaces, storage spaces, and service areas shall always belong to and remain the property of the Developer. The Developer shall be at liberty to sell, let, sub-let, assign or otherwise deal with or dispose of in any manner, whatsoever, all unsold and/or un-allotted premises, areas and spaces in the said Building including without limitation, terraces, parking spaces, storage spaces and service areas as the Developer may, in its absolute discretion deem fit. It is here by expressly agreed that the Developer shall always been titled to sell any of the Apartment in the said Building being constructed on the said Property / Sale Sub Plot Land for the purpose of any non-residential user as maybe permitted under the regulation or by the concerned authorities and the Flat Holder/s thereof shall been titled to the use of the Flats purchased by them accordingly and similarly the Flat Holder/s shall not object to the use of the Apartments in the said Building for aforesaid purposes by the respective Flat Holder/s thereof.

49. The Flat Holder/s shall at no time demand partition of his/her/their/its interest in the said Flat / said Building or any part thereof, it being hereby expressly, agreed, understood and confirmed by the Flat Holder/s that his/her/their/its interest in the said Flat / said Building or any part thereof is impartible.
50. The Flat Holder/s shall at his/her/their/its own cost maintain the said Flat in the same condition, state and order in which it is delivered to him/her/them/it and shall abide by all the byelaws, rules and regulations imposed by the Developer, Association of Flat Holder/s, SRA or other concerned authorities and shall be responsible for all actions and violations of any of the conditions and covenants contained in this Agreement.
51. Prior to the Developer, offering possession of the said Premises to the Flat Holder/s, the Flat Holder/s shall bear and pay all charges / deposits, imposed by concerned authorities or any other statutory authorities (including transfer premium payable to SRA, if applicable). Further, the terms and conditions of the said Agreement, shall be binding upon the Flat Holder/s and the Flat Holder/s shall pay all the applicable charges for such transfer/assignment along with all the applicable taxes (for whatever name called), if any, during transfer, assignment of his Flat to Third party upon the written consent of the Developer.



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52. The Developer has informed the Flat Holder/s and the Flat

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Holder/s are aware and hereby expressly agree/s that the Developer has developed the said Plot as a layout area as per the development programme determined by the Developer in its absolute discretion from time to time. The Flat Holder/s and other owners shall not raise any objection or cause any hindrance in the said development/construction by the Developer whether on grounds of noise pollution, inconvenience, annoyance or otherwise or on grounds that light and air and/or ventilation to the said Premises or said Building or any part thereof is adversely affected or likely to be affected by such construction.

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



54. The name and address of the said Building shall be known and displayed as "FORTUNE FLORENCE" and by such other name, in future as per the sole discretion of the Developer, subject to the approval as applicable of the Assistant Registrar of Co-operative Societies, SRA or any other concerned authorities. It is clarified that the name of the said Building shall not be changed at any time and forever without the written consent of the Developer.

55. The Flat Holder/s with intention to bind himself/herself/themselves/itself and all persons / companies into whomsoever hands, the said Premises come and his/her/their/its successors in title / legal heirs, administrators and assigns, doth hereby, covenant with the Developer as follows -

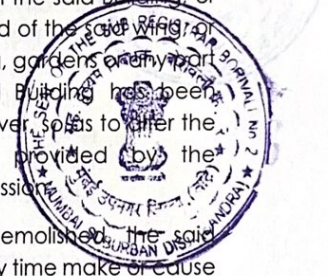
बराक - १३/ use the said Flat or permit the same to be used only for residential purpose under the rules, regulations and byelaws of the Association of Flat Holder/s, SRA and other concerned authorities;
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To maintain the said Premises at the Flat Holder/s costs and expenses in good and tenantable repair and condition, from the date of possession of the said Premises being given

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by the Developer to the Flat Holder/s , and shall not do or permit to be done anything in the said Building and or to the staircases, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or byelaws to be framed by the Association of Flat Holder/s or concerned authorities or change / alter or make additions in the said Premises or any part thereof, to the said Building or any part thereof, and in the event of the Flat Holder/s contravening any of the aforesaid provisions, the Flat Holder/s shall be solely responsible for the consequences thereof;

- (c) The Flat Holder/s undertakes to install air-conditioner/s only in the space defined/identified by the Developer, in the said Flat, for the same, and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed, by the Developer, in respect of the same;
- (d) The Flat Holder/s undertake/s, not to make any structural alterations or additions of whatsoever nature, in the said Premises and/or change the exterior façade of the said Building, floor lobby, common passage windows, elevation or the color scheme, fittings, fixtures and other specifications in the common areas in the said Building, or the tiling / layout in / of the compound of the said wing, or make any change in the landscaping, gardens or any part of the said Plot on which the said Building has been constructed, in any manner, whatsoever, so as to differ the original appearance thereof, as provided by the Developer, at the time of giving possession;
- (e) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any additions or structural alterations of whatever nature, in or to the said Premises or any part thereof, nor any alteration in the elevation and outside the said wing, and shall keep the said Premises, sewerages, pipes, drains in the said Flat and appurtenances thereto, in good and tenable repair order and condition, as to support, shelter and protect other parts of the said Building, and shall not chisel or in any other manner, damage the columns, walls, beams slabs or RCC parts or the structural member of the said Flat;



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(f) Not to store in the said Premises, any goods, objects or materials which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building, in which the said Premises is situated, or the storing of which goods, objects, or materials are prohibited by the Developer, Association of Flat Holder/s /concerned authorities. The Flat Holder/s , shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or is likely to damage the staircases, common passages, entrances or lifts or any other structure or part of the said Building in which the said Premises is situated nor damage any firefighting equipment's or create any kind of hindrance whatsoever, by blocking fire exits / escapes etc. and in case if any damage is caused to the said Building /lifts or any part thereof and /or said Premises on account of the Flat Holder/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Flat Holder/s shall be liable and responsible for all the consequences of the same, and the Flat Holder/s shall become liable and responsible to pay for all the damages incurred and/or the loss caused or suffered;






to carry out at the Flat Holder's own cost all repairs to the said Premises which may otherwise endanger the said Building, and in the event of the Flat Holder/s doing or committing any act or deed in contravention of the above provisions, the Flat Holder/s shall be responsible and liable for the consequences thereof, to the Developer, Association of Flat Holder/s and /or concerned authorities;

(h) Not to throw dirt, rubbish, garbage, rags or other refuse or permit the same to be thrown from the said Flat into the compound or any portion of the said Building or the said Plot or any part /portion thereof;

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(i) Not to cause any nuisance, hindrance, disturbance and annoyance to other owners of premises in the said Building or other occupants or users of the said Building, or visitors to the said Building, and also occupiers of any adjacent contiguous or adjoining properties;

(j) Pay to the Developer, within 10 (ten) days of demand, by

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the Developer his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility provided to the said Premises or said Building;

- (k) To bear and pay proportionate share of local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authorities in relation to the said Premises and also for any increases thereof on account of change of user by the Flat Holder/s or otherwise;
- (l) Not to at any time demand partition of the Flat Holder/s interest in the said Flat;
- (m) The Flat Holder/s shall permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Flat Holder/s ;
- (n) That the Flat Holder/s shall observe and comply with all the rules, regulations and bye-laws which the Developer may specify and those which the Association of Flat Holder/s may adopt or frame at its/their inception and/or additions, alterations or amendments thereto, that may be made from time to time, including those for the protection and maintenance of the said Building and the premises therein, and for the observance, performance and compliance of the building rules and regulations and bye-laws for the time being of the concerned authorities. The Flat Holder/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Developer/ Association of Flat Holder/s regarding use of all common areas, amenities and facilities in the said Building and the Flat Holder/s shall pay and contribute regularly and punctually towards all the rates, rents, taxes, cesses, assessments, levies, expenses and all other outgoings payable in accordance with the terms and conditions of this Agreement;



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(o) Not do anything whereby the title of the Developer to the said Plot or any portion thereof is affected in any manner

(p) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balconies, verandah, car parking space/s or other open spaces forming a part appurtenant to the said Flat in the said Building, without the prior written permission of the Developer / Association / Flat Holder/s / concerned authorities;

(q) Not to hang clothes, garments or any other things from the windows, grills, balconies, terrace/s appurtenant to the said Flat;

(r) To pay all the additional taxes, rates, assessments, levies etc. that may be levied by the concerned authorities in respect of the said Premises and also all amounts payable to the Developer in terms of this Agreement;



That the Flat Holder/s hereby agrees/s to pay all the amount payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Developer is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount/s on their respective due dates;

(t) That the Flat Holder/s hereby covenant/s with the Developer, to pay any amount/s required to be paid by the Flat Holder/s as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Developer

(u) Do not act or permit any act or thing that might render the insurance of the Building and/or the Plot or any part thereof void or voidable, or that causes increased tax/premium to become due; and

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After possession on the said Premises is handed over to the Flat Holder/s, the Flat Holder/s shall indemnify the said Premises from any loss, theft, damage caused due to human intervention or due to any Act of God or other Force Majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable

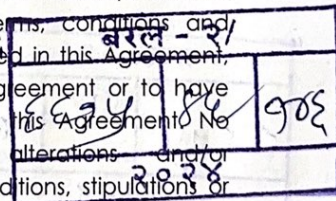
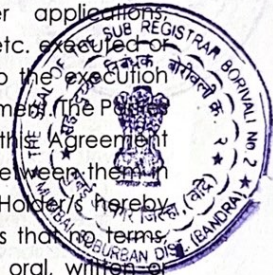
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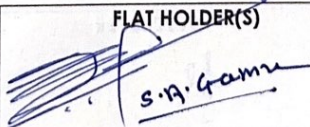
human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.

- (w) The Flat Holder/s shall observe and perform all the rules and regulations which the Association of Flat Holder may adopt, at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Flats therein and for the observance and performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Holder shall also observe and perform all the stipulation/s and conditions laid down by the Association of Flat Holder/s regarding the occupation and use of the Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

These covenants shall be binding and operative even after the formation of the Association of Flat Holder/s.

56. This Agreement shall supersede all earlier applications, discussions, documents, writings (whatsoever), etc. executed or exchanged by and between the Parties prior to the execution hereof which may be inconsistent with this Agreement. The Parties confirm/s agree/s and acknowledge/s that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Flat Holder/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Developer and/or their agents to the Flat Holder/s and or his/her/their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Flat Holder/s to enter into this Agreement. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in



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writing and signed by or on behalf of the Parties, as supplemented here to.



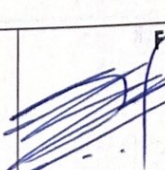
57. The Developer may at any time assign/ transfer/convey in whole or in part, its rights in respect of the said Building together with the underlying portion of the said Plot, subject to the rights of the Flat Holder/s under this Agreement on such terms and conditions as the Developer may, in its sole discretion deem fit. On such transfer/assignment, such transferee/s shall be bound by the terms and conditions herein contained including covenants/conditions affecting the said Plot or the Developer in respect of the said Plot or any part thereof, as per **Clause No. 51** hereinabove.



58. The Flat Holder/s give/s his/her/their/its consent to the Developer to securitize the amounts receivable by the Developer hereunder to assign to banks/financial institutions the right to directly receive from the Flat Holder/s the balance installments of the Purchase Price or part thereof. The Flat Holder/s agree/s and undertake/s, upon receipt of such intimation in writing by the Developer, to pay without any delay, demur, deduction or objection to such banks/financial institutions, the balance installments of the Purchase Price or part thereof as the case may be. The Developer covenants that payment of such balance installments of the Purchase Price or part thereof in accordance with the terms hereof by the Flat Holder/s to banks/financial institutions shall be valid payment of the respective installments due in respect of the Purchase Price and would discharge obligations of the Flat Holder/s hereunder.

59. The Flat Holder/s do here by irrevocably agree, confirm and covenant with the Developer that the Developer shall cause Lease/Convey Sale Sub Plot Land/Master Plot and Sale Sub Plot/Master Plot Common Areas and Sale Sub Plot/Master Plot Common Amenities and Facilities and Sale Sub Plot/Master Plot Common/ Basement(s), Podium(s) for Car Parking Space(s) provided in the said Sale Sub Plot Land/Entire Land by the Landlord to the Federation/Apex Body only after the said Project on the said Entire Land is fully developed and all the FSI/ TDR in any nature or form whatsoever in respect of the Sale Sub Plot Layout Master Layout is fully utilized by the Developer and all the Apartments and other premises are sold by the Developer to the

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prospective Flat Holder/s and all the moneys receivable by the Developer are fully received by the Developer and not earlier.

60. The Sale Sub Plot Land shall be Leased by the Landowner to the Federation for the period of 30 years at the Annual lease rent of Rs.1,001/ for every 4,000 sq. mts of the area. The Lease shall be further renewed for period of 30 years. The lease shall be granted by Landowner in accordance with provisions contained in clause 1.11 of the Regulation No. 33(10) of DCR of Mumbai 1991 which is reproduced as follows:

"The part of Government / SRA / MHADA / MMRDA / Any Undertaking Land on which the Renewal Rehab Component of DRP will be constructed shall be leased to the co-operative Housing Society of the occupants on 30 years lease at the lease rent of Rs. 1001 for 4000 sq.mt. of Land or part thereof and renewable for a further period of 30 years. The same conditions shall prevail for the Land under the free sale component and the Land shall be leased directly to the Society/Association of the Flat Holder/s in the free sale component and not through the society of renewal rehab occupants."

61. The Developer if desires shall be entitled to make security arrangement on any unsold Flat hop on the said Plot together on the said Building constructed thereon by availing loans/financial assistance/credit facilities from banks/financial institutions against securities thereof, save and except the said Premises ~~of the~~ hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or in any other form, as required or by way of deposit of title deeds, save and except the said Premises, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon. The Flat Holder/s hereby give/s express consent to the Developer to raise such financial facilities against security of the said Plot together with the said Building being constructed thereon and mortgage the same with banks/financial institutions as aforesaid, save and except the said Premises ~~of the~~ transferred hereunder.

62. It is agreed that the Flat Holder/s shall be entitled to avail of loan(s) from banks/financial institutions and mortgage the said Premises (or part thereof) by way of security for repayment of such loan(s) to banks/financial institutions. The Developer will grant its No



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Objection addressed to such bank/financial institution, however, the Developer shall not incur any personal liability/obligation for repayment of the monies so borrowed by the Flat Holder/s and any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of the bank/financial institution in respect of the said Premises shall in any manner jeopardize the Developer's right to complete construction of the said Building or to develop the said plot or the Developer's right, title or interest in the said Building and mortgage shall be subject to the Developer's first lien and charge on the said Premises in respect of unpaid installments towards Purchase Price and all other amounts/deposits payable by the Flat Holder/s to the Developer under the terms and conditions of this Agreement. The Developer will issue its No Objection letter addressed to the bank/financial institution simultaneously along with such bank/financial institution issuing its confirmation letter addressed to the Developer undertaking to make payment of the balance installments towards the Purchase Price directly to the Developer as per the schedule for payment agreed hereunder. Such confirmation letter shall be in a form mutually acceptable to the Parties and such bank/financial institution.



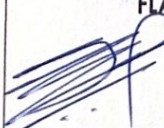


The Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Premises/said Building by the concerned authorities due to non-payment by the Flat Holder/s or other Flats owners of their respective proportion of the taxes, utility bills and other outgoings to the concerned authorities on account of default in making such payments, or upon the Flat Holder/s failing to comply with the terms and conditions of this Agreement.

64. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Building or said plot or any part thereof in favour of the Flat Holder/s. The Flat Holder/s shall have no claim, save and except in respect of the said Premises and all common areas, amenities

and facilities specified in **Annexure - C**, will remain the property of the Developer until the formation of the Association of Flat Holders and transfer /assignment/conveyance of the said Building and underlying portion of the plot in the manner provided in **Clause No. 45** hereinabove, as the case may be.

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