

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made at Mumbai this _____ day of _____ 2024;

Between

M/S. SITESH DEVELOPERS, a partnership under the Partnership Act and having its office at Pattathu Business Plaza, 7th floor, CST Road, Kalina, Santacruz East, Mumbai 400 098, through its partners MR. JOSEPH A. PATTATHU and MRS. PEARL J. PATTATHU hereinafter referred to as “**THE SAID PROMOTER**” (which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include , its partners or partner of the said Firm for the time being of the said Firm, the survivors or survivor of them and the heirs, executors and administrators of last of such survivor and sfa1d?><assigns) OF THE ONE PART

And

MR. PRAVIN GOPICHAND BORSE and MRS. PRIYANKA PRAVIN BORSE, having their correspondence address at Room No. 46, near Rosary School, Dockyard Road, Dockyard, Mumbai 400010, hereinafter called and referred to as the “ **ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their respective heirs, successor’s, executors, administrators and permitted assigns and in case of a partnership firm or Limited Liability Partnership, the partners or partner for the time being of the said firm, survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last survivor and in case of a company its successors and permitted assigns, in case of Hindu Undivided Family (HUF) Karta, coparceners and members of HUF for the time being their respective heirs, executors, administrators and permitted assigns in case of a Public Charitable Trust, all Trustees constituting Trust and the heirs, executors, administrators of surviving Trustees and permitted assigns, in case of Private Trust/ Settlement, all Trustees constituting Trust beneficiaries and the heirs, executors, administrators of surviving Trustee and permitted assigns) of the Other Part;

WHEREAS:

- (i) The Maharashtra Housing Board is the owner of and well and sufficiently entitled to the property being all those piece and parcel of land or Ground admeasuring about 2220.95 sq. mtrs. bearing C.T.S. No. 6/148 (pt) of Parel Sewri Division in the Registration District and Sub District of Mumbai City lying being and situate at Veer Shrikant Hadkar Marg, Abhyudaya Nagar, Kalachowki, Sewri, Mumbai – 400 033 together with the structures standing thereon and more particularly described in the **SCHEDULE** hereunder written (hereinafter referred to as “**THE SAID PROPERTY**”) which property is shown marked by a **RED** colour Boundary line on the plan annexed hereto as **ANNEXURE “A”**.
- (ii) The said Property was declared as a census slum by the concerned authority.
- (iii) The said Property was fully occupied by slum dwellers/occupants/tenants who were residing with their respective families in their respective structures / hutments and is to be developed under SRA Scheme / Provisions (“**the Slum Dwellers**”). The slum dwellers/ occupants /tenants have formed a society namely “**Raigad Nagar CHS (Proposed)**” and (2) “**Jai Maharashtra Nagar CHS (Proposed)**”. Hereinafter the (1) Raigad Nagar CHS (Prop.) and (2) Jai Maharashtra Nagar CHS (Prop.) are jointly referred to as “**THE SAID SLUM SOCIETIES**”.
- (iv) By a Special General Body Resolution dated 06.08.2007, the Society namely **Jai Maharashtra Nagar CHS (Proposed)**, vide its Resolution No. 5, interalia resolved that they have granted development rights in respect of the said Property unto the Promoter herein. 0
- (v) By a Special General Body Resolution dated 28.11.2004 the Society namely **Raigad Nagar CHS (Proposed)**, vide its Resolution No. 5, interalia resolved that they have granted development rights in respect of the said Property unto the Promoter herein.
- (vi) Pursuant thereto the slum dwellers of the said **Jai Maharashtra Nagar CHS (Proposed)** and the slum dwellers of the said **Raigad Nagar CHS (Proposed)** have by Joint Development consent letters both dated 6.8.2007 given their consent to the Promoter for developing the said Property and have executed necessary agreements with the Promoter herein.

- (vii) By a Development Agreement dated 02.05.2005, made and entered into between the said **Jai Maharashtra Nagar CHS (Proposed)** through its authorized committee members/office bearers (therein referred to as “the Managing Committee”) of the One Part and the Promoter herein (therein referred to as “the Developers”) of the Other Part the said **Jai Maharashtra Nagar CHS (Proposed)** interalia granted development rights in respect of the said Property to the Promoter herein for the consideration and on the terms and conditions more particularly set out therein.
- (viii) By a Development Agreement dated 07.02.2005 , made and entered into between the said **Raigad Nagar CHS (Proposed)** through its authorized committee members/office bearers (therein referred to as “the Managing Committee”) of the One Part and the Promoter herein (therein referred to as “the Developers”) of the Other Part the said **Raigad Nagar CHS (Proposed)** interalia granted development rights in respect of the said Property to the Promoter herein for the consideration and on the terms and conditions more particularly set out therein.
- (ix) Thereafter, an Irrevocable Power of Attorney dated 02.05.2005 executed by the said **Jai Maharashtra Nagar C.H.S. (Proposed)** in favour of the Promoter and its nominee interalia permitting it to obtain various statutory permissions, carry on construction / development works on the said Property, to sell the premises to be constructed from the FSI / benefit available (free sale component) and to receive the consideration amount from the sale thereof and to do various acts, deeds, matters and things in respect of the said Property.
- (x) Further, an Irrevocable Power of Attorney dated 07.02.2005 was executed by the said **Raigad Nagar C.H.S. (Proposed)** in favour of the Promoter and its nominee interalia permitting it to obtain various statutory permissions, carry on construction / development works on the said Property, to sell the premises to be constructed from the FSI / benefit available (free sale component) and to receive the consideration amount from the sale thereof and to do various acts, deeds, matters and things in respect of the said Property.
- (xi) The Chief Officer of Mumbai Housing & Area Development Board, Mumbai has (i) on 23.03.2006 issued Annexure II bearing its reference no A/Sabhuvya/Mu.Ma/Ra.Ja/1353/06 and (ii) on 07.03.2017 issued a Supplementary Annexure II bearing its reference no 6/Zhopuioyo/Jai Maharashtra/Pu.Pari-2/2017/906 along with their respective lists of

hutment/slum dwellers of the Slum Societies declaring the eligible and non-eligible slum dwellers of the said Slum Societies.

- (xii) The Finance Controller of Slum Rehabilitation Authority has on 02/08/2010 issued the Annexure III bearing no. SRA/ACCT/ANNEX III/CERT/1036/2010/3171 and the same has been revised from time to time.
- (xiii) The Slum Rehabilitation Authority has (i) on 04.08.2010 issued the Letter of Intent (“**LOI**”) and (ii) on 20.10.2020 issued the Revised Letter of Intent (“**LOI**”) bearing No. SRA/ENG/1083/FS/MHADA/LOI in respect of the said Property on the terms and conditions more particularly setout therein. A copy of the LOI and Revised Letter of Intent dated 20.10.2020, is annexed as **ANNEXURE “B- Colly”** hereto.
- (xiv) The concerned authority has issued the Intimation of Approval (“**IOA**”) dated 12.08.2011, bearing No. SRA/ENG/2592/FS/MHL/AP in respect of the Composite Building to be constructed on the portion of the said Property.
- (xv) The concerned authority has issued the IOA dated 21.10.2020, bearing No. SRA/ENG/2592/FS/MHL/AP in respect of the Rehab Wing A & Sale Wing B of the Composite building to be constructed on the portion of the said Property.
- (xvi) Thereafter, the concerned authority has issued the Commencement Certificate (“**C.C.**”) dated 03.11.2017 bearing No. SRA/ ENG /2592 /FS/ MHL/AP in respect of the Composite Building.
- (xvii) Thereafter, the concerned authority has issued the Commencement Certificate (“**C.C.**”)03.11.2017 bearing No. SRA/ENG/2592/FS/MHL/AP in respect of the Rehab Wing A and Sale Wing B of the Composite Building and the same has been revised on 4th June,2020 and 21.10.2020, by the concerned authorities.
- (xviii) Thereafter, the Chief Fire Officer, Mumbai Fire Brigade has also given its NOC vide its letter dated 09/12/2020 bearing no FB/HR/RII/21.
- (xix) The said Property, as per the Development Plan Remarks dated 18.9.2020, bearing Sr. No. Ch.E./DP34202009111281042, the Office of the Chief Engineer (Development Plan), Municipal Head Office, is in Residential and Industrial Zone. Further there are no reservations on the said Property.

- (xx) The Promoter appointed an Architect Mr. Sanjay Joshi registered with the Council of Architects, as project Architect and has entered into a standard Agreement with him, as per the format of agreement prescribed by the Council of Architects. The Promoter has appointed M/s. Sura and Associates, as Structural Engineer for the preparation of structural designs and drawings of the building/s to be constructed on the said Property. The Promoter has accepted the professional supervision of the said Architect and the said Structural Engineer or such other Architect and Structural Engineer as the Promoter may appoint till the completion of the said complex;
- (xxi) As per the scheme envisaged by the Promoter, they intend to develop the said Property by constructing one composite building consisting of one Rehab Wing i.e. Wing A having ground plus 22 Floors ("**Rehab wing**"), one Sale Wing (Wing B) comprising stilt plus part ground plus 23 Floors.
- (xxii) The construction of Rehab Wing A has completed the level work of ground plus 22 Floors and Occupation Certificate is received.
- (xxiii) The aforesaid development is a Slum Rehabilitation Scheme, wherein the Free Sale FSI/TDR is generated as a cross-subsidy due to construction of Rehabilitation units of slum dwellers/occupants and by payment of requisite premium for the Fungible FSI/Area. The aforesaid FSI /TDR / Fungible FSI belongs solely to the Promoter, who may decide where, when and how to use/load/consume the same within the said Property or any part thereof. The Rehab Wing & Sale wing of the Composite Building is part of the said Property as more particularly defined in the Schedule hereunder written.
- (xxiv) In accordance with condition of LOI bearing Ref. no. SRA/ ENG/1083 /FS /MHADA/LOI, the Promoter has from time to time, paid entire land premium required to be paid to SRA, in respect of the said Property;
- (xxv) The Promoter is developing the said Property by constructing Sale Wing B of Composite Building, to be known as "PEARL HEIGHTS", on the said Property.
- (xxvi) In the circumstances aforesaid, the Promoter is inter alia entitled to sell all flats/premises/units/area and other tenements in Sale/composite building (save and except alternate accommodation to be given to eligible slum dwellers/occupants) on such terms and conditions as it may deem fit;

- (xxvii)** A Certificate of Title dated 9.05.2021 issued by Mr. Anil Mishra, Advocate certifying title of the Promoter to develop the said Property is annexed hereto as "Annexure 3".
- (xxviii)** The Purchaser/s is desirous of acquiring a flat bearing No. **701**, on 7th floor of wing B of Sale Building to be known as "**Pearl Heights**" admeasuring **348** sq. ft. carpet area, (as defined by the Real Estate [Regulation & Development] Act, 2016; hereinafter referred to as "RERA") as shown on the typical floor plan hereto annexed as "Annexure 5", bounded by Red Colour line, (hereinafter referred to as the "said Premises") and has requested the Promoter to allot to him/her/them the said Premises. Acceding to the aforesaid request of the Purchaser/s, the Promoter agrees to allot to the Purchaser/s, and the Purchaser/s agree/s to acquire from the Promoter, the said Premises for the consideration and on the terms and conditions hereinafter appearing;
- (xxix)** Prior to execution of this Agreement the Purchaser/s has/have demanded inspection from the Promoter and the Promoter has given inspection to the Purchaser/s of all documents of title relating to the said Property and also the plans, layout, designs and specifications prepared by the Promoter's Architects, the certificate of title, revenue records and all other documents as specified under RERA, including the rules and regulations made there under or any other applicable law;
- (xxx)** The Purchaser/s, after being fully satisfied about the facts stated herein before and the right and authority of the Promoter to develop the said Property by virtue of the said agreements and permissions granted by the statutory authorities, has/have agreed to purchase the said Premises from the Promoter and the Promoter has agreed to sell the same to the Purchaser on the terms and conditions hereinafter set out;
- (xxxi)** Under provisions of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the Premises agreed to be sold to the Purchaser and the Parties are therefore, executing these presents. The Purchaser/s shall lodge this Agreement for registration before the concerned Sub-Registrar for Registration and upon intimation of the same to the Promoter, the Promoter shall attend the office of Sub-Registrar and admit execution thereof so as to get it registered under the provisions of Indian Registration Act, 1908.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly.
2. The Promoter proposes to construct on the Said Property more particularly described in the Schedule hereunder written a building comprising of one sale component B wing to be known as "Pearl Heights" consisting of part stilt and ground plus 23 floors. The Promoter is constructing the said Building "Pearl Heights", in accordance with the plans, specifications and designs approved/that may be approved by Slum Rehabilitation Authority (SRA) or other appropriate local authority which have been seen and approved by the Allottee, with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authorities or government from time to time or become necessary due to architectural and structural reasons. The Allottee is aware that at present building plans in respect of rehab wing A are sanctioned up to ground plus 22 floors, while building plan in respect of wing A is sanctioned up to plinth floor only. The Promoter will in due course of time, submit amended plan in respect of wing B so that ultimately all the A and B wings will consist of 24 floors. [This shall operate as an irrevocable consent in writing of the Allottee to the Promoter carrying out such changes in the building plans]. PROVIDED THAT if such variations and modifications relate to addition and alteration in lay-out plan of Said Property or specification of the Composite/Sale Building or common area, then the Promoter shall before carry out such addition or alteration in lay out plan or specification of the building or common area, obtain prior consent as required under the Act of the Allottee/s who have agreed to take said Flat/Unit in such building. PROVIDED FURTHER that the Promoter is entitled to implement the Scheme to the fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications in the said building and/or other building/s to be constructed on the said Property, more particularly described in the Schedule hereunder written. This shall operate as an irrevocable consent in writing of the Allottee to the Promoter carrying out such changes in the building plans. If the building/Wing, in which the Allottee/s have agreed to acquire the said Flat/ Unit, are completed earlier than other Buildings / Wing on the said Property, the Allottee/s confirms that the Promoter then will be entitled to utilize any F.S.I. whether T.D.R. or any other benefits or otherwise, which may be available on the said Property, the said entire property or any part thereof or any adjoining property or properties as the case may be, written.

3. The Promoters have registered the Project under the Real Estate (Regulations & Development) Act, 2016 ("**RERA ACT**") under No. P51900030972.

4. (i) The Allottee/s hereby agrees/agree to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s Flat No. 701, admeasuring 348 sq. ft. carpet area, as per RERA Act on the **7th** floor, of Wing "B" in the proposed sale building to be known as "Pearl Heights" and more particularly described in the Second Schedule hereunder written and delineated in RED colour boundary line on the floor plan thereof. Authenticated copies of the plans of the lay out as approved by the concerned local authority and Authenticated copies of the plans of the layout as proposed by the Promoter and according to which the construction of the building and open spaces is proposed to be provided for on the said project are annexed as **Schedule 2** (hereinafter referred to as "**THE SAID FLAT / UNIT**"), for the price of Rs. **89,38,880/-** (Rupees Eighty-Nine Lacs Thirty-Eight Thousand Eighty Hundred & Eighty only) ("**TOTAL CONSIDERATION**") including the proportionate price of the common areas and facilities appurtenant to the said Flat/Unit, extent and description of the common/limited common areas and facilities which are more particularly described in the **Annexure "F"** hereto and are shown on the plan annexed hereto.

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos. NIL situated at NIL being constructed in the layout for the consideration of Rs. NIL/-.

- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. NIL situated at NIL Basement and/or stilt and/or NIL podium being constructed in the layout for the consideration of Rs. NIL/--

5. The Allottee/s has paid to the Promoter on or before the execution of this agreement a sum of Rs. **14,00,000/-** (Rupees Fourteen Lakhs only) as and by the way of earnest money and hereby agrees to pay to the Promoter the balance amount of Rs. **75,38,880/-** (Rupees Seventy-Five Lakhs Thirty-Eight Thousand Eight Hundred Eighty only) from the said Total Consideration, in the following manner:

No.	Details	Agreement	Amount
1	On Allotment	10%	Rs. 8,93,888/-
2	On execution of Agreement	20%	Rs. 17,87,776/-
3	On Commencement of plinth	15%	Rs. 13,40,832/-
4	On Commencement of 4 th slab	4%	Rs. 3,57,555/-
5	On Commencement of 8 th slab	4%	Rs. 3,57,555/-
6	On Commencement of 10 th slab	2%	Rs. 1,78,778/-
7	On Commencement of 12 th slab	2%	Rs. 1,78,778/-
8	On Commencement of 14 th slab	2%	Rs. 1,78,778/-
9	On Commencement of 16 th slab	2%	Rs. 1,78,778/-
10	On Commencement of 18 th slab	2%	Rs. 1,78,778/-
11	On Commencement of 20 th slab	2%	Rs. 1,78,778/-
12	On Commencement of 23 th slab	5%	Rs. 4,46,944/-
13	On Commencement of brickwork	5%	Rs. 4,46,944/-
14	On Commencement of Internal plaster	5%	Rs. 4,46,944/-
15	On Commencement of sanitary fittings, lift wells	5%	Rs. 4,46,944/-
16	On Commencement of External plaster	5%	Rs. 4,46,944/-
17	On Commencement of lift installation	5%	Rs. 4,46,944/-
18	On possession of the said flat	5%	Rs. 4,46,944/-
	TOTAL	100%	Rs. 89,38,880/-

(a) A sum of Rs. 4,46,944/- (Rupees Four Lakhs Forty-Six Thousand Nine Hundred & Forty-Four only) being the balance amount payable against possession of the said Flat/Unit being offered by the Promoter to the Allottee/s, pending execution of Deed of conveyance in favor of Co-operative Housing Society or Limited Company or Condominium of Said flat/units, as the case may be. The Allottee/s shall without fail and without any delay or default or demur pay the aforesaid instalments on its respective due dates, as time in respect of each of the said payments is OF THE ESSENCE OF THE CONTRACT. The Promoter will forward by courier/email/post to the Allottee/s, intimation of the Promoter having carried out/commenced the aforesaid work, at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the number of instalments within seven days of Promoter dispatching such intimation.

6. The Allottee/s is/are aware that in addition to the aforesaid amounts as per present statute GST is leviable on the total consideration payable hereunder and consequently, the amount of each instalment payable by the Allottee/s to the

Promoter, including any of the aforesaid instalments or any part of the total consideration as mentioned in clause no. 5 hereinabove, the Allottee/s will be required to pay the applicable GST to the Promoter in respect of this transaction. The Allottee/s hereby undertake(s) to pay the amount of the applicable GST along with each instalment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoter the GST including any part of the aforesaid total consideration as mentioned hereinabove, applicable shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this Agreement and forfeiture by the Promoter of the amounts paid hereunder, if such payment is not accompanied with the applicable GST. Provided further that, if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government, GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied are increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% p.a. thereon before taking possession of the said Flat/Unit. The Allottee/s shall forthwith on demand pay to the Promoter the amounts payable by the Allottee/s in order to enable the Promoter to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and the Allottee/s shall pay the same without any protest and there shall be a charge on the said Flat/Unit for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter). The Allottee/s hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s failing to pay to the Promoter on demand the amount payable by the Allottee/s towards the said taxes as provided hereinabove.

7. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in taxes, charges or levies which may be increased, levied or imposed by the competent authority, Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, taxes, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee.

8. Notwithstanding anything else contained herein the Promoter has expressly informed to the Allottee that the carpet area and the exclusive area are subject to a variation cap of + / - 5 per cent on account of structural and / or design and / or construction variances. In case of any dispute regarding the measurement of carpet area and exclusive area, the same shall be physically measured after removing all finishes and the cost of removal of finishes shall be borne by the party that raises dispute in relation to the Carpet Area and Exclusive Area. The total price payable for the carpet area and Exclusive Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond 5% cap then Promoter shall in the discretion of the Promoter either adjust the excess money in the subsequent instalment or refund the excess money paid by the allottee within forty-five days. In case of payment beyond 45 days the Promoter shall pay interest at the rate of State Bank of India's highest Marginal Cost of Lending rate + 2% per annum. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee to be paid to the Promoter within 15 days from the date of confirmation/deemed confirmation of such increase in floor area of the said Flat/Unit by both parties. All these monetary adjustments shall be made at the same rate per square metre as agreed in this Agreement.
9. The Promoter has expressly made clear to the Allottee that the Promoter has obtained necessary approvals however, some of the other approvals including amendments of the current approval shall be proposed from time to time and that the Allottee has granted an irrevocable consent to the above and entered into this agreement. While carrying out such amendment, the Promoter shall ensure that such amendments shall not affect floor of the said flat/unit and its area beyond the +/- variance of 5% in the carpet area and exclusive area. In case there is a change of floor and / or change in area beyond the +/- 5% in the carpet area and exclusive area only then the Promoter shall require a written consent from the Allottee for making such amendments in the sanctioned plans from the local authorities. Such consent shall be deemed to have been given by the Allottee if not refused in writing by him/her within 15 days from intimation from the Promoter.
10. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object /demand /direct the Promoter to adjust his/her payments in any manner.
11. It is expressly agreed that the time for the payment of each of the aforesaid instalments of the consideration and other amounts shall be the Essence of The Contract. The said Consideration is derived on the basis that (a) the Promoter

shall be entitled to utilise the entire unconsumed and residual Floor Space Index (F.S.I.), if any, in respect of the said Property / the Scheme Land, and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI or FSI/benefit against land acquired for road widening, set back or otherwise) before the formation of the Society/Ultimate Body of Allottee and even post formation of the Society/Ultimate Body of Allottee for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or 5 years after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society and (b) the Allottee/s has accorded his irrevocable consent to the Promoter whereby the Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property / Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Society and even post formation of the Society/Ultimate Body and even after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be / and/or deemed Conveyance/Lease/Assignment of Lease, as the case may be and/or after the statutory vesting of the said sale Building in favour of the Society/Ultimate Body. All the above respective payments shall be made to the Promoter within seven days of the due date notwithstanding the Allottee/s not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Promoter.

12. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the (Flat/unit/Plot) to the Allottee and the common areas to the association of the Allottee/s after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above ("Payment Plan").
13. The Allottee is aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time including the

amount of taxes, if any, while making any payment to/crediting the account of the Promoter under this Agreement. The amount so deducted by the Allottee is required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Allottee electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Allottee submitting the original TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No. 26AS of the Promoter. The Allottee further agrees and undertakes that if the Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Allottee alone shall be deemed to be an Assessed in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS. In the event that the Allottee/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoter by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoter.

14. The Allottee agrees to pay to the Promoter interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum on all the amounts, which become due and payable by the Allottee to the Promoter under these presents, including towards maintenance charges from the date the said amount becomes due, until actual payment. It is clarified and the Allottee accords his irrevocable consent to the Promoter to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:
- i. Firstly, towards any cheque bounce charges in case of dishonor of cheque.
 - ii. Secondly, towards interest, if any, payable by the Allottee for delayed payments;
 - iii. Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the said Flat/unit.
 - iv. Fourthly, towards outstanding dues including Total Consideration in respect of the said Flat/unit or under the Agreement
15. The Allottee however agrees that at the time of handing over the possession of the said Flat/Unit, if any certificate, as contemplated in Clause 12 herein is not produced, the Allottee shall pay equivalent amount as interest free deposit with

- the Promoter, which shall be refunded by the Promoter on the Allottee producing such certificate within 90 days of possession. Provided further that in case the Allottee fails to produce such certificate within the stipulated period of the 30 days from the end of the month in which such payment was made or credit was given, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee.
16. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat/unit to the allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/unit.
 17. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Property is 3.643 only and Promoter has planned to utilize Floor Space Index of 3.643 by availing of TDR or also fungible FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 3.643 as proposed to be utilized by him on the said Property in the said project and allottee has agreed to purchase the said Flat/unit based on the proposed construction and sale of flat/units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
 18. Without prejudice to the Promoter's rights, under this agreement and/or in law, including for damages the Promoter, as the case may be, shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoter, as the case may be, interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum on all such amounts /payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven days or more after becoming due.
 19. Any delay and / or default in payment of the amounts as and when due and payable to the Promoters shall amount to breach of this agreement. Further, a "breaches remedying charges" of Rs. 5,00,000/- (Rupees Five lakhs only) shall be levied over and above the delayed payment interest and total consideration under this agreement. Such charges shall be imposed only if there are any three payment delays that are due as per payment schedule hereinabove and a termination notice has been issued to the Allottee

20. Without prejudice to the right of Promoter to charge interest in terms of sub clause mentioned above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing any 3 (three) defaults of payment of instalments and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter/s shall at his/their/its own option, may terminate this Agreement in which event the consequences hereinafter set out shall follow:
- (a) The Allottee/s shall cease to have any right or interest in the said Flat/unit or any part thereof;
 - (b) The Promoter, as the case may be, shall be entitled to sell and transfer the said Flat/unit at such price and on the terms and conditions to such other person or party as the Promoter may, in its absolute discretion deem fit, without any recourse to Allottee/s.
 - (c) On the realization of the entire sale consideration on resale from the new perspective Allottee/s towards the said Flat/unit, the Promoter shall refund to the Allottee/s the amount paid till then by the Allottee/s to the Promoter without any interest in pursuance of this Agreement after deducting therefrom:
 - (i) 20% of the purchase price of the said Flat/unit which is to stand forfeited by the Promoter towards liquidated damages which amount is agreed by the parties to be a fair estimate of the loss the Promoter will suffer in the event of default on the part of the allottee /Purchaser to pay any of the amount/s payable by him/her/it/them to the Promoters hereunder.
 - (ii) the taxes, service charges and outgoings, etc. if any, due and payable by the Allottee/s in respect of the said Flat/unit up to the date of termination of this Agreement;
 - (iii) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
 - (d) The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoter shall not be liable to pay to

the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. as the case may be. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Flat/unit. The Allottee/s agree that receipt of the said refund by cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash the cheque or not, will amount to the said refund.

PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/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 Allottee/s in remedying such breach or breaches including that of delayed payments and its interest and/or payment of breach remedying charges within fifteen days after receiving of such notice, failing which the Promoters shall be entitled to terminate this Agreement. The Promoter will send such notice by Registered Post AD at the address provided by the Allottee/s and or mail at the email address provided by the Allottee/s at the address mentioned hereinafter to the Allottee/s and such posting will be sufficient discharge to the Promoter.

21. The Promoter agrees to construct the said Building as per specifications approved by the SRA and provide amenities and facilities in the said Flat/unit as well as common area/limited common area and all facilities and amenities of standard quality as per the specification and list of amenities set out in the Annexure “_” to this Agreement. The Allottee confirms that the specifications, fixtures, fittings and amenities mentioned in Annexure “_” hereto are tentative, and are subject to availability of the same. In case of unavailability, the Promoter is entitled to give an equivalent product and the Allottee hereby irrevocably grants his consent to the same.
22. Commencing a week after notice in writing is given by the Promoter to Allottee/s that the said flat/unit is ready for use and occupation irrespective of whether the possession of the said flat/unit is taken or not in accordance with this agreement, the Allottee/s as and when called upon by the Promoter and/or society and/or anybody of individuals, shall be liable to bear and pay an amount being a lump sum amount towards the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said property and building/s including

local taxes, betterment charges, development charges etc. (by whatever name it is/may be called) lease rent or ground rent payable to MCGM/SRA or such other, taxes, charges or levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / building/s. The Allottee/s alone shall be responsible and liable for payment of GST on such amounts. Until the said society / limited company is formed and the said property and buildings are transferred to it, the Promoter shall use the amounts for the outgoings as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoter / Co-op. Society/Company any additional amount demanded over and above the aforesaid amount towards the outgoings, as and when required, without any demur and protest. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the necessary transfer deed / lease deed is executed in respect of the land underneath the concerned building in favour of the society or a limited company, subject to provisions of the said Act and the rules made thereunder. On such document being executed, the aforesaid deposit (less deduction provided for under this agreement) shall be paid over by the Promoter to the society or limited company, as the case may be, subject to deductions to be made, if any.

23. The Allottee/s is aware that the Sale component of the composite Building and the common areas and amenities in the said Building including the Club House, shall be maintained and managed by the Promoters/Promoters / a Facility Management Company (FMC) appointed by the Promoters/Promoters. The Allottee/s along with the other Allottee/s of the Said flat/unit shall be entitled to avail of the services provided or arranged by or through the Promoters/ FMC at a cost or charges that may be fixed by the Promoters/FMC. All common costs, charges and expenses that may be claimed by the Promoters/FMC shall be to the account of and borne by the Allottee/s of the Said flat/unit in the said Sale Building. These common costs shall be shared by all such Allottee/s on pro-rata basis determined by the Promoters and/or FMC, which determination shall be binding on the Allottee/s.
24. **COMMON AREAS AND AMENITIES. RESTRICTED AREAS AND AMENITIES AND CLUB:**
- a. The Promoters shall make available the Common Areas and Amenities as set out in **Annexure "F"** hereto.
 - b. Restricted Areas and Amenities

Upon making full payment of all amounts due under this Agreement and completion of the said Sale component of the composite Building, the Allottee/s shall be entitled to use the facilities of the "CLUB HOUSE" including, which is proposed to be constructed on a portion of the said Property which club house shall be under the control of FMC or any other person nominated by the Promoters. Any memberships shall be permitted only if the individual is an Allottee/s of the Said flat/unit and on payment of fees as may be decided by the Promoters / FMC from time to time. Similarly, charges for any guests shall be determined by the Promoters / FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the Promoters/operator(s) of "the CLUB HOUSE". The Allottee/s hereto is aware that the Promoters are constructing one Club House, in the said Property and the Allottee/s shall have access only to the Club House in respect of his / her / their said Sale Building only. The Allottee/s undertakes to be bound by the rules framed by the Promoters / FMC with regard to the access to the Club House in the said Property and the Allottee/s hereby waives his/her /their right to raise any objection in this regard. The right to use the facilities at the Club House shall be personal to the Allottee/s of the Flat/unit in the said Sale Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the said Flat/unit in the said Sale Building is sold / transferred by the Allottee/s then the Allottee/s shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then Allottee/s/transferee of the said Flat/unit, who shall pay necessary entrance fees or any additional amounts, that may be decided by the Promoters. It is, however, clarified that that the Promoters/Promoters shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Allottee/s shall not be entitled to object to the same. The Allottee/s shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Allottee/s. The Allottee/s shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the said Flat/unit is made available to the Allottee/s for the fit outs, be obliged to and agrees to pay to the Promoters towards non-refundable club membership admission maintenance agency the monthly subscription / charges / service/user fees the amount hereto in respect of the "Club" membership from the month the services of the Club are made available to the Allottee/s of the said Flat/unit in the said sale Building. It is clarified that certain facilities shall have usage charges in addition to the said club membership charges and same shall be payable on or before the date of Offer of Possession of the said flat/unit as specified by the Promoters, along with applicable taxes, if any. The membership to the Club shall be renewed on such the terms, conditions and charges as may be imposed by the Operator of the Club. The Allottee/s is/are aware and agrees that the Club may be ready for use up to 24 (Twenty-Four) months after date of Offer of Possession and in the period between Date of Offer of Possession and

opening of the club, the Allottee shall not be able to use the facilities of the club and shall not object to the same.

25. The Promoter does not warrant or guarantee for use, performance or otherwise the services provided by the operator of the Club. The Parties hereto agree that the Promoters shall not be responsible and/or liable in connection with any deficiency or the performance / non-performance of the services or otherwise provided to the Allottee/s.
26. The Allottee/s shall after payment of the entire purchase consideration to the Promoter and all applicable taxes and outgoings to Promoter under this Agreement on execution of this Agreement and prior to taking possession of the said flat/unit, deposit with the Promoter following sums of money in addition to any other amounts mentioned in this agreement:
- (i) Rs. 650/- for share money, application entrance fee of the Society;
 - (ii) Rs. 5,500/- towards non-refundable charges towards the preparation of this Agreement
 - (iii) Rs. 40,000/- Towards the non-refundable share of the Security Deposit for water, electricity to be installed in the said Premises and in the said building.
 - (iv) Rs. 15,000/- towards the betterment charges and/or development charges that would be levied in respect of the said Property by MCGB and/or State Government or any other Government body; or such other sum as may be payable in this behalf at the relevant time in respect of the proportionate area of the said Premises as per the rules and regulations then applicable in this behalf.
 - (v) On actuals for proportionate share of taxes charges / levies (the amounts mentioned herein shall be paid by the Allottee/s at the first instance. Subsequent amounts towards the Allottee/s proportionate share of municipal tax and outgoings shall be paid by the Allottee/s on demand from time to time) in respect of the Society and Apex Body;
 - (vi) Rs. 5,000/- for deposit towards electricity; and
 - (vii) Rs. 41,760/- for Ad hoc maintenance charges for 12 Months (excluding property tax) calculated from date of possession of premises being offered unto the Purchaser/s excluding Assessment (Rs. 3,480/- per month) and next 12 months PDC in advance;
 - (viii) Rs. NIL/- for Mahanagar Gas Connection (if applicable and subject to availability);
 - (ix) Rs. 50,000/- for non-refundable one-time charges for Corpus fees; for Infrastructure Charges provided/to be

provided in layout of the said Land, towards onetime amenity usage fees (non-refundable);

Rs. 1,57,910 TOTAL

27. The Promoter shall utilize the sum of Rs. 15,000/- (Rupees Fifteen thousand only) as mentioned in Clause 26 (iv) paid by Allottee/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Promoter in connection with formation of the said society or limited company or any other ultimate body of Allottee/s as the case may be, for preparing its rules, regulations and bye-laws and the Deed of Conveyance / Lease / Assignment of Lease, as the case may be / or any other documents of transfer.
28. The Promoter has raised loan from **ICICI HFC** and created charge on the cash flow. The Promoter may take further loan from any bank and/or other institutions for development of the said Property, the Promoter has/may create mortgage/charge over the Sale Plot including the said Flat/Unit and/or the cash flow of Flat/Unit to be constructed on the Sale Plot to secure loan/advance that may be lent or advanced by the Bank/Financial Institutions to the Promoter. In the event, such Bank/Financial Institutions impose any condition that the consideration required to be paid by the Allottee is to be deposited in a designated account than upon receipt of intimation from the Promoter, the Allottee will make all the payments by issuing cheque/pay orders as may be required by such Bank/Financial Institutions. Before offering possession of the said Flat/Unit and upon receipt of the entire consideration from the Allottee, it shall be the duty of the Promoter to obtain the requisite consent/NOC from such Bank/Financial Institutions releasing the charge in respect of the said Flat/Unit.
29. Promoter shall hereafter not mortgage or create a charge on the [flat/unit] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [flat/unit].
30. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as deposit, sums received on account of the share capital, and shall utilize the amounts only for the purpose for which they have been received.
31. The Allottee/s shall pay stamp duty and registration charges payable, if any, by the said society or limited company, on the Conveyance/Lease/Assignment of Lease, or any document or instrument of transfer in respect of the said property and/or any part thereof and the said building as the case may be executed in favour of the society or limited company. The Promoter will not be bound and liable to pay

any stamp duty or registration charges on and/or under this agreement or otherwise.

32. The Promoter has represented that the open space, stilt and stack parking spaces form part and parcel of the common areas which are common to all the Allottee/s. The Allottee/s etc. have been proportionately charged for these common areas with specific right to park vehicle / cars in an open area / stilt / podium levels and which area has been sanctioned by the corporation for parking vehicles. The Allottee/s is also aware that the Promoter have already allotted to some other Allottee/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, stilt and parking floor areas in the car towers as shown in the plan hereto. A list of such exclusive rights which has already been given to the Allottee/s and the Allottee/s herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if, at any stage, any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles / car as a forestated are both inheritable and transferable and will stand attached to the said flat/unit the same being an amenity attached to the said flat/unit and the same shall not be transferred by the Allottee/s otherwise than with the transfer of the said flat/unit. The Allottee/s agrees and undertakes to support any further exclusive rights to park that may be created by the Promoter herein in favour of the Allottee/s which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Allottee/s is aware that specifically relying on the aforesaid assurances and undertakings, the Allottee/s is specifically granted exclusive rights to park as stated herein. The Agreement shall be treated as an irrevocable consent to the Promoter granting such exclusive rights to flat Allottee/s.

33.

(i) The Allottee/s acknowledge/s and understand/s that in view of the paucity of available car parking spaces in the said building, a majority of the car parking spaces provided in the said building are in the form of a chess type automated mechanical car parking system, which shall have a floor mounted roller bed type system, allowing criss cross movement of car parking pallets, in the car parking towers wherein there shall be no identified spot/place which may be earmarked for parking of vehicles of a particular

acquirer of said flat/unit in the said Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as “**the Mechanical Parking**”). The Allottee/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchase/s acknowledge/s that the Allottee/s has/have no objection to the same. The Allottee/s is/are aware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system.

- (ii) For the effective management of car parking spaces in the said Building and in order to avoid any later disputes, the Promoters are entitled to carry out a tentative earmarking of a certain number parking spots in the mechanical parking system of the said Building for exclusive use thereof by certain acquires of said flat/unit in the said Building depending on availability of parking spots in the Mechanical Parking System. The Allottee/s agree/s that the Promoters shall be entitled to do such earmarking of such number of car parking spots at its discretion and the Allottee/s hereby accept/s the decisions taken by the Promoters in relation to such earmarking of car parking spots. The Allottee/s further agrees/s and undertakes/s that pursuant to formation and registration of the organization of flat Purchasers/holder/s (defined in Clause _ hereof as the Common Organization) and admission of the Allottee/s to the said Common Organization as member/s thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders meeting, as the case may be, of the Common Organization in favour of approving such car parking earmarking as done by the Promoters, so that the respective person/s in whose favour the Promoters have earmarked a certain number of car parking spots, will be allotted such respective car parking spot/s by the said Body for exclusive use along with rights of transferability in respect thereof. As per such tentative plans prepared by the Promoters, the holder of the said flat/unit would be entitled to park NIL (NIL) vehicle/s in the Mechanical Parking system.
- (iii) It is clarified that in the event that the car parking spot/s are tentatively earmarked for the Allottee/s in the Mechanical Parking, then and in such an event, the Allottee/s may not be allotted any independent or identifiable car parking spaces/s. Within each mechanical parking system, there shall be no identifiable space for parking of any particular vehicle/s. The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the same and that the Allottee/s shall not park his/her/their car/s at any other place in the

said Building. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

34. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Allottee/s and the Allottee/s would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.
35. The Promoter shall be entitled to enter into agreements with other Allottee/s on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the flats/unit/ commercial said flat/unit etc. under this agreement.
36. It is hereby expressly agreed that the Promoter shall, notwithstanding anything contained in this agreement, be entitled to sell the flats/units/said flat/unit, shops, garages, and allot exclusive user of open spaces/parking space/stack parking terrace or portion thereof etc. in the new proposed building and other structures on the said property for residential user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Flat Allottee/s in the said flat/unit under this agreement. The Flat Allottee/s and/or the Society shall not object to and hereby give his/her/its irrevocable consent to the Promoter allotting, selling or otherwise dealing with garages, stilt podium parking stack parking spaces, open spaces etc. and such allotment, sale etc. shall be binding on the flat Allottee/s.
37. The Promoter shall endeavour to hand over possession of the said said flat/unit to the Flat Purchaser on or before December 2027 subject to what is otherwise stated herein. If the Promoter fails and neglects to give possession of the said flat/unit on the aforesaid date or any such date as may be extended by mutual consent then the Allottee shall have the option to terminate this agreement after giving 90 days' notice in writing thereupon the Promoter shall be liable to refund to the Allottee within 6 months such termination along with simple interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum being the same interest rate as mentioned in Clause 37 above from the date the Promoter received the sum till the date the said amount

and interest thereon is paid to the Allottee/s. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with simple interest as foretasted and that the Allottee/s shall not be entitled to claim any loss and/or damages for mental trauma or otherwise whatsoever. The entire amounts to be refunded with the interest payable on the amounts refundable to the Allottee shall be paid solely by the Promoter as it is the Promoter's responsibility to complete the construction in a timely manner. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee shall be entitled to such refund from the Promoter only after execution and registration of the deed of cancellation and waiving his/her /their right and interest derived from this agreement. The Allottee shall before exercising its rights under this clause shall have to ensure that he/she/they are not under any breach/breaches of this agreement and have fulfilled their obligations in totality. The Allottee/s agrees that receipt of the said refund by Cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accepts or encashes the cheque or not, will amount to the said refund. The protection available to the Allottee in this clause is subject to the Allottee having paid all the amounts due and payable hereunder as per the payment schedule stated in this agreement. In such event the Promoter shall pay the aforesaid flat/unit to the Allottee and thereupon the Promoter alone shall be entitled to deal with or dispose of the said flat/unit as they may deem fit.

38. The Promoter shall be entitled to a reasonable extension of time for handing over the possession of the said Flat/unit, as stated in Clause _ hereinabove, if the completion of the said free sale building in which the said Flat/unit is situated is delayed on account of but not because of an act and/or omission on the part of the Promoter.
- (i) Non - availability of steel, cement, other building material, water or electric supply for a period of not more than six months.
 - (ii) War, Civil Commotion, Riots or Act of God; or
 - (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority; or
 - (iv) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
 - (v) on account of delay in issue of the Occupation Certificate, and/or any other Certificate/permission/approval as may be required in respect of the said free sale building by the said local authority or
 - (vi) other like events that are beyond the reasonable anticipation and control of the Promoter affected thereby, despite such Promoter's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or

- occurrences, and which events or the effects thereof are not attributable to a Promoter's failure to perform its obligations under this Agreement;
- (vii) any epidemic and/or pandemic events and/or outbreak of any disease/diseases.
 - (viii) delay in grant of any NOC / permission / license / connection for installation of any services, such as lifts, electricity and water connections and meters to the project / flat / road or completion certificate from appropriate authority for which such delay shall be condoned by not be more than six months; or
 - (ix) any stay, injunction or other order of any court, tribunal or authority; or

And that the Allottee/s hereby agrees to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter as per the provisions of the RERA Act or any relevant section of the Acts from the time being in force.

39. The Allottee/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building from the date of possession in respect of the said Flat/unit. The common expenses in respect of the said Property shall be shared by the Allottee/s of units and other said flat/unit of the said building in proportion of their respective area. The Allottee shall not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, taxes, other outgoings etc. levied by Slum Rehabilitation Authority/Municipal Corporation of Greater Mumbai and local authorities.
40. The Allottee/s shall take possession of the said Flat/unit within 15 (fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said Flat/unit are ready for use and occupation. Provided that if within a period of 3 (three) year from the date of handing over the said Flat/unit to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Flat/unit or the said building in which the said Flat/unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at the Promoter's own cost and in case it is not possible to rectify such defects then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. However, if the Allottee/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Flat/unit or any part thereof in the said Flat/unit and/or the said sale building, the liability of the Promoter shall come to an end and the Allottee/s alone shall be responsible to rectify such defect or change at their own cost/s.
41. The Allottee shall use the Flat/unit or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/go down or any other

user permitted in law. He/she/they shall use the garage or parking space only for purpose of keeping or parking vehicle.

42. The Allottee along with other allottee(s) of Flat/units in the building shall join in forming and registering the society or association or a limited company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No Objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
43. The Promoter shall (subject to his right to dispose of the remaining Flat/units, if any) execute the conveyance within 3(three months) from the date of issue of full occupancy certificate or fifty-one percent of the total number of Allottee/s in such a building or wing having paid the full consideration to the Promoter, whichever is earlier.
44. In case of a building or a wing of a building in a Layout, (within 12 months)from the receipt of the entire consideration from all the Allottee/s, the Promoter shall (subject to his right to dispose of the remaining Flat/units, if any), execute the conveyance of the structure of that building or wing of that building (excluding basements and podium) or the conveyance of the entire undivided or inseparable land underneath all buildings jointly in favour of the apex body, Federation of all the societies jointly or otherwise as they may deem fit.
45. The Apex Body or Federation formed by the legal entities on a layout plot shall manage and administer the common areas and the facilities without having any legal rights, title and interest in the building or buildings in such a layout plot and all legal rights, title and interest in the building or buildings shall belong to the respective entities in whose favour the Conveyance/Lease/Assignment of Lease, as the case may be of such building or buildings is executed.

PROVIDED THAT, notwithstanding anything contained in the Act or in any agreement or in any judgment, decree or order of any court or in any other law for the time being in force, the Promoter shall be entitled to develop and continue to

develop the remaining layout land, with the right to use the internal access roads and all the facilities, amenities and services in the layout and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, Floor Space Index and balance additional Floor Space Index relating to the said layout land and any future increase in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional Floor Space Index therein due to change in the law or the policies of the Government or local authority.

PROVIDED FURTHER THAT, it is agreed by the flat Allottee/s that if the Floor Space Index of the plot in the layout is increased due to change in the law or the policies of the Government or local authorities, or otherwise subsequent to Conveyance/Lease/Assignment of Lease, as the case may be / lease of any one or more structures to the organization of flat Allottee/s, then increase in Floor Space Index before the formation of the Society and even post formation of the Society for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society shall belong to the Promoter. The Promoter shall not be bound to obtain any consent or permission from the organization of flat Allottee/s in the said layout land or phase for the purpose of utilizing the balance Floor Space Index or the Transfer of Development Right, Floor Space Index or additional Floor Space Index. The Allottee/s shall not be entitled to and shall not object to such development. The Allottee/s and their permitted successors in title shall not be entitled to object and shall not object to such document in any of the meeting of the ultimate society by whatever name called.

46. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units / said flat/unit and other said flat/unit including car parking spaces in the said building shall at all times, including after the formation and registration of the Common Organization and/or after the Conveyance/Lease/Assignment of Lease, as the case may be of the said Property and the said building in favour of the Common Organization, be and remain the absolute property of the Promoter, and the Promoter shall become members of the Common Organization in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Common Organization shall object to or dispute the

same. On the Promoter, as the case may be, intimating to the Common Organization the name or names of the Allottee/s or acquirer/s of such unsold units, said flat/unit, etc., the Common Organization shall forthwith accept and admit such Allottee/s and acquirers as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter shall not be liable to pay maintenance charges for the unsold units to the Common Organization save and except the municipal taxes with effect from receipt of occupation/ completion certificate. The Promoter shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Said flat/unit / Units / Flats directly to the BMC. It is clarified that the Promoter will not be liable to pay any other amounts in respect of the unsold Said flat/unit / Units / Flats, Adequate provisions for the above shall be made in the said Documents of Transfer

47. All costs charges and expenses in connection with the formation of the Common Organization, as well as the costs of preparing and engrossing the deed of lease or any appropriate document/deed in respect of the said property and the said Building in favour of the Common Organization, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoter as well as the entire professional costs of the Attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Common Organization or proportionately by all the Allottee/s in the said Building. The share of the Allottee/s in such costs, charges and expenses shall be paid by him/her/them immediately when required.
48. It is hereby expressly clarified, agreed and understood between the parties hereto that:
 - (a) If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. and/or TDR or all other benefits which may be permitted in lieu thereof till the society or limited company or other body is formed and registered and the said property and building is transferred. The Promoter shall be entitled to use any additional F.S.I. and/or TDR or additional construction that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighbouring property. Such

additional structures and storeys will be the sole property of the Promoter who will be entitled to deal with or dispose of the same in any way the Promoter choose and the Allottee/s hereby irrevocably consent to the same. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the said flat/unit agreed to be acquired by them and/or any compensation or damage on the ground of inconvenience or any other ground whatsoever.

- (b) The entire unconsumed and residual F.S.I. and T.D.R., if any, in respect of the said building to be constructed on the said building on the said Property / the SRA scheme land and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, the proposed D. C. Regulation (2034) ,Regulations and bye-laws governing the FSI as also the changes to Development Plan F.S.I. or otherwise which may be available, it is possible for the Promoter to acquire certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said property by utilising such Development Rights on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs, charges and payments, and neither the Allottee/s herein, nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
- (c) The Promoter shall have, the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively, becoming available to the Promoter on various aforesaid occasions, before the formation of the Society and even post formation of the Society for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Building in favour of the Society or federation of societies or apex society for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoter may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay

station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoter may deem fit and proper even after the document of transfer is executed and registered.

- (d) The Allottee/s agree/s and undertake/s to permit and give the Promoter all facilities for making such additions, alter
- (e) actions or to put up any additional structures or floors, on the said property which addition may be horizontal and/or Vertical to the building to be constructed on the said property even after the said society or limited company or ultimate body is formed and registered and the said property and the said building or part thereof is transferred to the society till the work of additions and alterations above is completed in full and possession of such flats etc., are handed over to the respective Allottee/s of such said flat/unit etc. The Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
- (f) All such new and additional tenements, units, said flat/unit buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Allottee/s herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee/s nor the Common Organization shall raise any dispute or objection thereto and the Allottee/s hereby grants his/her/their irrevocable consent to the same;
- (g) The Promoter shall be entitled to revise the boundary or area of the layout in respect of the said property and to submit any revised layout or amended building plans for the purpose of revision of the layout in respect of the said property as the Promoter may desire or deem fit from time to time.
- (h) The formation of the Society and even post formation of the Society, for a period of 5 years after the execution of the Deed of Conveyance /Lease / Assignment of Lease, as the case may be and/or deemed Conveyance / Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Building in favour of the Society or federation of societies or apex society the Promoter will be permitted to have the entire available

F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I./benefit in respect of the said property, including that which may be available but not sanctioned even after registration of the society and transfer of the said property to the name of the said society. Such addition, structures, or floors, shall be the property of the Promoter and the Promoter will be entitled to deal with dispose of the same in any manner as Promoter may deem fit without adversely affecting the flat of the Allottee/s even after transfer of the said property.

- (i) The Promoter shall be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name called which may become available with respect of the said property to any other property or properties either adjoining the said property or otherwise as may be permissible in law and the Allottee/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- (j) The Allottee/s hereby expressly consent/s to the Promoter re-aligning, re-designing the said Building or the recreation area or internal road and passages and such other area or areas which the Promoter may desire to re-align and re-design. If the building is completed earlier than the other said Flat/Unit in the said Building, then the Allottee/s confirm/s that the Promoter will be entitled to utilize any F.S.I. which may be available on the said Property or any part thereof as set out in the Schedule hereunder written. Till the said Building Pearl Heights, is completed and the F.S.I. available on the said Property is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Allottee/s herein and other Allottee/s of said Flat/Unit from the Promoter are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium or Flat/units as the case may be and the Allottee/s agree/s and irrevocably consent/s not to raise any demand or dispute or objection in that behalf.
- (k) It is agreed and understood that at any time before the execution of the Conveyance/Lease/Assignment of Lease, as the case may be of the said Property in favor of the Common Organization of the proposed new building known as "Pearl Heights", the Promoter shall be entitled to amalgamate the

said Property with any other adjacent property which it may have already purchased /acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said property in accordance therewith. The Allottee/s shall not raise any objection to or dispute such amalgamation of the said Property land by the Promoters;

- (l) The Allottee/s shall not be entitled to any rebate and/or concession in the price at his/her/their flat/said flat/unit on account of the construction of additional floor/s and/or any other building 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 and/or facilities for dish Antenna/Satellite transmission facilities put up on the said property and/or the said building.
- (m) The Promoter shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Allottee/s or person entitled to any area or areas in any building(s) which may be constructed by the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit.
- (n) The Common Organization shall admit as its members, all Allottee/s of such new and additional units/said flat/unit/ tenements whenever constructed on the said building.
- (o) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. (The said right shall continue to subsist even after the execution of lease or assignment in favour of the common organization to be formed by the flats/said flat/unit/commercial said flat/unit etc.) If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the

purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Allottee/s or the common organization to be formed by the Allottee/s shall not raise any objection thereto.

- (p) The Allottee/s is aware that the Promoter or the Maintenance Agency nominated by the Promoter for providing certain Maintenance Services in the said Building shall maintain the building until such time as the society/Common Organization of the Allottee/s is formed and takes charge of the property. Provided that thereafter the Allottee/s along with the other members of the said Society/Common Organization of flat Allottee/s shall be entitled to enter into Maintenance and Service Agreement, with the Promoter and/or the said Agency appointed by the Promoter at their own cost and risk.
- (q) It is in the interest of the Allottee/s to help the Maintenance Agency in effectively keeping the Said flat/unit and the said building secured in all ways. The Allottee/s hereby agrees and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Allottee/s that the entire internal security of the said flat/unit shall be sole responsibility of the owner/Allottee/s/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/Allottee/s/occupant due to any security lapse within and in respect of the Said flat/unit hereby agreed to be purchased by the Allottee/s.
- (r) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.
- (s) the Allottee hereby agrees that in the event any amount is payable by way of premium to the SRA/Municipality or to the State Government towards betterment charges or development charges or any other tax/charge/levy including but not limited to Infrastructure charges or payment of a similar nature becoming payable by the Promoter in respect of the said Property, the Allottee shall reimburse the same to the Promoter such amount in proportion to the area of the Said flat/unit agreed to be purchased by the Allottee, for which such payment is required to be made and in determining such amount the decision of the Promoter shall be conclusive and binding upon the Allottee;

- (t) the Allottee shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee in the performance of any and/or all of his/her/its obligations under this Agreement; (c) damages to any Property(ies) howsoever arising related to the use and/or occupation of the said Flat/unit and directly or indirectly as a result of the negligence, act and/or omission of the Allottee or his/her/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Allottee's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat/unit;
49. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the MHADA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoter, the same shall be reimbursed by the Allottee/s to the Promoter in proportion of the said Flat/unit agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
50. If at any time, any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MHADA/MCGM/MHADA, Government and/or any other Public Authority in respect of the said Property and/or the said building standing thereon, the same relating to the period after the Allottee/s is put in possession of the said Flat/unit shall be borne and paid by the Allottee/s in proportion to the saleable area occupied by it.
51. The Allottee/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to MMRDA or MCGM or Metropolitan Commissioner or any other authority for execution of lease of the said Property in favour of the said Common Organization and/or for execution of this Agreement is the responsibility of the Allottee/s. The expenses, charges, fees etc. for obtaining lease deed from MCGM/SRA/Concerned authority in respect of the said Property in favour of the Common Organization to be formed for the building including stamp duty and registration charges in respect thereof shall be borne and shared by the occupants of the building.

52. The Promoter shall form a Co-operative Society or the Limited Company or condominium of the Allottee/s of the said flat/unit in accordance with law. The Allottee herein along with the other Allottee/s of said flat/unit in the said Building shall fully co-operate with the Promoter in forming and registering the new Society or the Limited Company or condominium, and for that purpose, from time to time, sign and execute applications and other documents to become a member and to sign and return all the documents including Bye-Laws to the Promoter within seven days of receipt, thereof, time being of the essence, so as to enable the Promoter to register the Society or the Limited Company or condominium of all the Allottee under section in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and such other laws that may be applicable from time to time. The Allottee shall not raise any objection if any changes or modifications are made in the draft Bye-Laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or by other Authority.
53. In the event of the new Society or the Limited Company or Condominium ("Organisation") being formed and registered before the sale and disposal of all the Promoter's Said flat/unit in the Building, including Wing B to be constructed on the Said Property, the power and authority of the Organisation so formed shall be subject to the overall authority and control of the Promoter over any of the matters concerning the said Building, the construction and completion thereof and all amenities appertaining to the same. The Promoter shall have absolute authority and control as regards the unsold flats/units/parking space/terraces etc. and the disposal thereof. The Organisation shall, on intimation by the Promoter be liable to admit such Allottee as its member without asking any transfer fee or amount, save and except entrance fees, share application money and security deposit for maintenance charge like other Allottee.
54. It is clarified that the Promoter is not the owner of the said Property and does not have or hold the rights to convey or grant the lease in respect of the said Property in favour of the Society or Organisation or the Proposed Federation (as the case may be) and accordingly, it is clarified that the only obligation of the Promoter in this regard shall be to make the requisite applications to the concerned authorities and to make reasonable endeavours for execution of the Lease as aforesaid in favour of the Society or Organisation or the Proposed Federation (as the case may be). The proposed lease deed and conveyance or other instrument of transfer in favour of the Proposed Body or the Proposed Federation (as the case may be) shall be in accordance with the provisions of the DCR, 1991 and the policies pertaining to the redevelopment schemes under Regulation 33 (10) and Appendix IV of the DCR, 1991, as may be adopted from time to time by the SRA/Government of Maharashtra. It is however clarified that any amount required to be paid to

MCGM/SRA/statutory authorities for transfer of the said property in favour of such Organisation or Limited Company shall be borne solely by such Organisation or Limited Company or the flat Allottee or the proposed society of flat owners proportionately.

55. The Allottee has understood the aforesaid and the Allottee hereby agrees and undertakes with the Promoter that the Allottee shall never hold the Promoter responsible or liable if the concerned authorities including SRA/MCGM do not execute the lease deed or any other document of transfer in respect of the Said Property in favour of the said Society or Organisation or the Proposed Federation (as the case may be). Moreover, the execution of the documents for effectuating lease shall be subject to such terms and conditions as may be prescribed by the SRA, the MCGM and/or any other concerned authorities and/or the Government and the Allottee hereby agree and undertake that the Allottee shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.
56. As may be required by the BEST Reliance Infrastructure Limited or Tata Power Company Limited or Maharashtra State Electricity Board or any other authorised electricity providers, a substation room may be provided to such electricity provider in any part of the layout of the said Property for supplying electricity to the building/s on the said Property and/or any part thereof and/or to the buildings constructed in the vicinity of the said Property; and the Allottee/s hereby grant his/her/their irrevocable consent to the Promoter for the same. The Promoter may be required to and if so required, the Promoter shall make the requisite applications to the land owning authority to execute a deed of lease/sub-lease/conveyance in favour of any concerned electricity provider for such area on which the substation room is to be provided as may be required. The Allottee/s shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the electricity provider. The lease to be executed in favour of the said Society or Organisation or Proposed Federation (as the case may be) shall be subject to such lease/sub-lease/conveyance as may be executed in favour of such electricity provider.
57. The Allottee for himself with an intention to bring all persons unto whomsoever hands the said Flat/unit may come, doth hereby represent to the Promoter as follows:

- a. That he has independently investigated and conducted due diligence and has satisfied himself in respect of the title of the said Property, after being given complete inspection of all documents relating to title of the said Property, including sufficient time to go through this Agreement and all other ancillary documents.
 - b. That he waives his right to raise any questions or objections to the title of the Promoter to develop the said Property and to construct the said Building and said Flat/unit, considering all the queries have been sufficiently answered/satisfied by the Promoter.
 - c. That he has entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.
58. The Promoters shall pay all outgoings (Municipal and Collector's Bills) and all other amounts such as betterment charges, contributions etc., payable to any local or public authority in respect of the said property under any statute or law, previous to the date hereof, if necessary, shall be apportioned between the Promoters and the Allottee/s.
59. The Promoter hereby represents and warrants to the Allottee as follows: -
- i. The Promoter has clear and marketable title with respect to development rights in respect of the said Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the project;
 - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
 - iii. There are no encumbrances upon the said Property or the project except those disclosed in the title report;
 - iv. All approvals, licenses and permits issued by the competent authorities with respect to the project, said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, said Property and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable

- laws in relation to the Project, said Property, Building/wing and common areas;
- v. The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vi. The Promoter has not entered into any agreement for sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the said Property, including the project and the said Flat/unit/Plot) which will, in any manner, affect the rights of Allottee under this Agreement;
 - vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Flat/unit/Plot) to the Allottee in the manner contemplated in this Agreement;
 - viii. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/s;
 - ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Property except those disclosed in the title report.
60. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Flat/unit may come, do hereby covenant with the Promoter as follows:
- a. To maintain at the Allottee/s's own cost in good tenantable repair and condition from the date of possession of the said Flat/unit is taken and shall not do, or suffer to be done, anything in or to the said Building, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Flat/unit itself or any part thereof;
 - b. Not to store in the said Flat/unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building 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 be likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said Flat/unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s's cost;

- c. To carry at his/her/their own cost all internal repairs to the said Said flat/unit and maintain the said Flat/unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in the said Flat/unit or to the said Building or the said Flat/unit which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
- d. Not do or suffer to be done anything in the said Flat/unit or to the said Building or the said Flat/unit which is in contravention of this Agreement. And in the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s's cost;
- e. Not to demolish or cause to be demolished the said Flat/unit or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Flat/unit or any part thereof, nor any alteration in the elevation and outside color scheme of the said Building and shall keep the portion, sewers, drains pipes in the said Flat/unit and appurtenances thereto in good tenantable repair and condition and shall not chisel or, in any other manner, damage the columns, beam, walls, slabs or RCC Pardis or other structural members in the said Flat/unit without the prior written permission of the Promoter and/or the said Common Organization and in the event so such damage the Allottee/s shall indemnify the Promoter and/or the Common Organization for the same;
- f. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said free said Property and the said Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;

- g. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/unit in the compound or any portion of the said free said Property and the said Building;
- h. No equipment's such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building by any of the flats/units/said flat/unit holders and/or the said organization at any time whatsoever without the permission of the Promoter. However the Promoter alone shall, from time to time, and at all times be entitled to permit the flat/unit/said flat/unit holders of the said flat/unit in the said building to install equipments such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building as the Promoter may determine absolutely at its discretion.
- i. The refuge area adjoining to lobby / staircase / said flat/unit (hereinafter referred to as "**the Refuge Area**"), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the Flat Purchaser / Common Organization. The Refuge area in the said building shall kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottee/s in the building. The entry thereof at all times shall be without any restriction and shall always kept open and free of encroachment at all times including the common passage, stair case leading to such Refuge area.
- j. The Allottee/s shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, fixtures, obstructions and shall be liable to pay a fine of Rs. 50,000/- (Rupees Fifty Thousand Only) to the Promoter/ Promoters.
- k. Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Building;
- l. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit / Said flat/unit by the Allottee/s viz. user for any

purposes other than purpose for which the same is allotted;

- m. The Allottee/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Flat/unit or the Allottee/s's interest or benefit of this Agreement or part with the possession of the said Flat/unit or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid-up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter;
- n. The Allottee/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said Property, and the said Flat/unit 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 Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Flat/unit in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- o. Till the lease/sub-lease of the said Property and the said Building is executed in favor of the Common Organization, the Promoter and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said Property, and the said Building or any part thereof.
- p. In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agrees to reimburse the same to the Promoter in proportion to the area of Flat / Units / Said flat/unit / Parking space / Garage etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
- q. The Allottee/s shall insure and keep insured the said Flat / Units against loss or damage by fire of any other calamities for the full value thereof.
- r. The Allottee/s agrees that his/her/their/its interest in the said property and the said building is importable and he/she/they/it shall not be entitled at any

time to demand partition of his/her/their interest in the said property and/or in the said building.

- s. In case BEST/MSEB / Reliance / Tata Power 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 Allottee/s in proportion to the area of their respective Flat / Units / Said flat/unit agreed to be acquired by them.
 - t. Until the said property together with the said building is conveyed as aforesaid, the Promoter will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made. The Allottee/s along with other flats/said flat/unit/parking space Allottee/s and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Promoter.
61. The Allottee has assured further that this Agreement is subject to the following covenant made by the Allottee:
- a)** the Allottee has not been adjudicated as insolvent/bankrupt and/or to be wound up or any such proceedings are not pending against the Allottee to the best of his knowledge or belief;
 - b)** no receiver and/or assignee and/or liquidator is appointed in relation to any of the Allottee/s assets/properties;
 - c)** none of the Allottee assets are subject matter of any attachment and/or the Allottee has not been served with any notice and/or no proceedings in regard of the aforesaid are pending wherein the Allottee is a defending party;
 - d)** the Allottee has never been involved in any activity nor are any proceedings against him pending under the provisions of money laundering or foreign exchange violations/regulations;
 - e)** the Allottee has not compounded payment with his creditors, and has not been convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence exceeding a period of six months;
62. The Promoter has informed to the Allottee and the Allottee is aware and confirm that:
- a) The development of the said Property including the said Property is being carried out by the Promoter is under D. C. Regulation 33(10) read with Appendix IV.

- b) As per the scheme formulated by the State Government/SRA only after completion of the entire development of the said Property, SRA will execute or caused to be executed, Lease in respect of the said Property in favor of the Society for a term of 30 years with a clause for renewal for further period of 30 years on the terms and conditions that may be approved by SRA.
- c) The Promoter will request MCGM/SRA to execute separate Lease in respect of the Said building, in favor of the society or any other Organization that may be formed by the Promoter along with Allottee/s of the said flat/unit in the building "Pearl Heights".
- d) Promoter shall solely be entitled to consume/utilize/grant/ generate any/all the sale component FSI/TDR/Fungible FSI/any other development potential that may be permitted available on the Said Property.
- e) Some of the commercial said flat/unit in the said Building will be provided to the existing eligible occupants, as and by way of Permanent Alternate Accommodation.
- f) The Promoter may at their option instead of utilizing Sale Component at situ, opt for grant of TDR in lieu of the Sale Component and the Allottee herein as well as other said flat/unit Allottee/s shall have no claim or demand of any nature whatsoever in respect thereof and Promoter shall be entitled to sell/transfer the TDR generated from the said Property and/or said Larger Property and/or due to amalgamation of Scheme or otherwise in the open market and to receive and appropriate to themselves the sale proceeds in respect thereof.
- g) Notwithstanding the fact that the said Property is included in the holistic scheme for development of the said Larger Property, neither the Allottee/slum dwellers/occupant of the said flat/unit in rehab component of the said Property shall have any right in respect of the Sale components or any portion thereof. Similarly, the Allottee/s of the said flat/unit in the building "Pearl Heights" shall have no right, title, interest, claim or demand of any nature whatsoever in respect of the remaining area/FSI/Fungible FSI/TDR/any other benefit that may accrue to the share of the Promoter in any manner whatsoever in respect of the said Property and/or any other portion of the said Property and/or any portion thereof.

The Allottee hereby agrees and consents to the same and grants his irrevocable consent to the Promoter to carry out the development as aforesaid.

The Promoter has agreed to sell the said Flat/unit to the Allottee based on the aforesaid assurance only.

63. Notwithstanding any other provisions of this Agreement the Promoter shall be entitled to, at its sole and absolute discretion:
- (a) to decide from time to time when and what sort of document of transfer should be executed in whose favour.
 - (b) to have a society and/or limited company and/or condominium and/or any other body or bodies of Allottee/s formed and constituted as contemplated herein.
 - (c) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decide by them from time to time.
 - (d) have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds, things done or caused to be done by the said Allottee/s, if the Allottee/s is not co-operative or unwilling to follow or observe the policy formulated by the said Promoter for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and/or propagating any message or information or things which may adversely affect the interest of the Promoter and/or persons associated with the Promoter still the final Conveyance/Lease/Assignment of Lease, as the case may be, lease given by the Promoter to the society and/or limited company as may be formed or incorporated as contemplated herein.
 - (e) to cause to be and/or sub-leased, leased or transferred the said building and/or buildings together with the said property i.e. land underneath the building and appurtenant land i.e. compulsory open space required under law in favour of such society and/or limited company and/or other associations as the case may be.
 - (f) to decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various flat Allottee/s may be transferred and/or conveyed/assigned/ leased.

- (g) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.
64. After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [flat/unit] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [flat/unit].
65. For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoter as the case may be shall have first lien and charge on the said Flat/unit agreed to be allotted to the Allottee/s.
66. This Agreement sets forth the entire agreement and understanding between the Promoter and the Allottee/s pertaining to the said flat and supersedes, cancels and merges:
- (a) All agreements, negotiations, commitments writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement.
- (b) All the representation, warranties commitments etc. made by the Promoter to the Allottee in any documents, brochures, hoarding etc. and /or through on any other medium.
67. The Allottee agrees that all information, documents, etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoter. The confidentiality obligations under this Clause shall survive even after handing over the possession of the said Flat/Unit and is legally binding on the Allottee and shall always be in full force and effect.
68. The Allottee shall not make any public announcement regarding this Agreement without prior consent of the Promoter.
69. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if: -
- a) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating

Organization or other recognized investment exchange having jurisdiction over the Parties; or

- b)** such disclosure is required in connection with any litigation; or
 - c)** such information has entered the public domain other than by a breach of the Agreement
70. The Allottee/s agrees that his/her/their/its interest in the said property and the said building is importable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.
71. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottee/s of the [Flat/unit/Plot], in case of a transfer, as the said obligations go along with the [Flat/unit/Plot] for all intents and purposes.
72. It is expressly agreed that right of the Allottee/s under this Agreement is only restricted to the said flat/unit agreed to be sold by the Promoter and agreed to be acquired by the Allottee/s and all the other said flat/unit and portion or portions of the said Building and the said Property shall be the sole property of the Promoter. The Promoter shall be entitled to develop the same in whatsoever manner they may deem fit and proper, without any reference, resource, consent or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirms and consents to the irrevocable right of the Promoter, to develop the said Property including the said Building known as "Pearl Heights", on the said Property more particularly described in the Schedule hereunder written, in whatsoever manner the Promoter may deem fit and proper without any further reference or other consent or concurrence in future upon transfer of the said land building 'Pearl Heights " to the said ultimate organization the Allottee will become Owner as contemplated under the RERA and/or Companies Act and/or condominium.
73. The Advocates and Solicitors of the Promoter shall prepare the Deed, Conveyance and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Co-operative Society or the Limited Company or the Condominium as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation or registration or incorporation of the Said Organisation shall be borne and paid by all the Allottee/s of the said Flat/unit in the said Property in proportion to the respective area of the respective Said flat/unit.

74. The Promoter shall, subject to its right to dispose of the remaining flats/said flat/unit, if any, execute the conveyance of the said property within four months from the date the Promoter receives full consideration and other amounts as referred to in this agreement in respect of the flats, said flat/unit etc. or within four months from the date on which the co-operative society or the company is registered or, the association of the flat Allottee/s or unit holders is duly constituted, whichever is earlier. In the event the Promoter submits his property to the provisions of the Real Estate (Regulations & Development) Act 2016 by executing and registering the declaration as required under that Act. The Promoter shall, within four months from receiving full consideration and other amounts in respect of the flat, said flat/unit etc. or within four months from the date, the flat/unit taker has entered into possession of his/her/their flat/unit execute the conveyance or lease or deed of flat/unit in favour of each flat/unit taker within four months from the date, the flat/unit taker has entered into possession of his flat/unit.
75. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat/unit or of the said Property and the said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said flat/unit hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters, until the said Property and the said Building is leased to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of units and said flat/unit as herein stated.
76. The Allottee/s hereby agrees, undertakes and covenants with the Promoter that neither he/she/they, nor the said Common Organization 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 Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee/s and the said Common Organization 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.
77. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.

78. The Allottee/s shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter shall attend the Office of the Sub-Registrar and admit the execution thereof.
79. It is expressly agreed by and between the Allottee and the Promoter that all and/or any notices to be served on the Allottee as contemplated by this Agreement shall be deemed to have been duly served if sent either by email or post to the Allottee Under Certificate of Posting or have them delivered at:

NAME: Mrs. Pravin Gopichand Borse
EMAIL: pravinborse681@gmail.com
ADDRESS: Room No. 46, near Rosary School, Dockyard
 Road, Dockyard, Mumbai 400010

And to the Promoter if sent either by email or post to the Allottee under Certificate of Posting or have them delivered at:

NAME: M/s. Sitesh Developers
EMAIL: jp@pattathubrothers.com
ADDRESS: Pattathu Business Plaza, 7th floor,
 C.S.T. Road, Kalina,
 Santacruz East, Mumbai

80. The Allottee and Promoter agree to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee or the Promoter, as the case may be.
81. The Allottee hereby agrees that in case there are joint-Allottee/s, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.
82. The Promoter shall have a first lien and charge on the said Flat/Unit, in respect of all the amounts that may remain unpaid by the Allottee under the terms and conditions of this Agreement.
83. The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.

84. This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time or the Maharashtra Flat/unit Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoter and the rules made there under.
85. The Allottee/s is aware of the provisions of law wherein G.S.T. has been levied on construction services. The Allottee/s shall be bound and liable to pay such taxes if any. The Allottee/s hereby agrees and undertakes to pay the same if and when becomes payable.
86. The Allottee/s hereby declares that he/she/they have gone through the Agreement and all the documents related to the said Flat/unit purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement.
87. The Stamp Duty and Registration charges payable on this Agreement and all the documents to be executed in pursuance to this agreement shall be borne and paid by the Allottee/s alone.
88. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Allottee/s of other Said flat/unit in the Said Building and the Promoter in respect of the construction of these presents or concerning anything hereto contained or arising out of the said flat/unit or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Allottee/s or all other Allottee/s together and one by the Promoter. The Arbitrators so appointed shall appoint before entering upon the reference, (a Chairman). The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference. The language of Arbitration shall be English and the place for Arbitration shall be Mumbai.
89. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat/unit/plot/building, as the case may be.
90. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent

Allottee/s of the [Flat/Plot], in case of a transfer, as the said obligations go along with the [Flat/Plot] for all intents and purposes.

91. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
92. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Flat/unit/Plot] to the total carpet area of all the [Flat/units/Plots] in the Project.
93. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
94. The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than expressly agreed by the Promoter under this Agreement;
95. The Allottee agrees and acknowledges that the sample flat that may be constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only the purpose of show casing that flat and the Promoter are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoter under this Agreement;
96. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

97. The PAN Numbers of the Parties hereto are as under:

Sr. No.	Name of the Party	PAN No.
1.	M/S. SITESH DEVELOPERS	ABZFS9440C
2.	MR. JOSEPH A. PATTATHU	ACZPP2600C
3.	MR. PRAVIN GOPICHAND BORSE	AIMPB0204H
4.	MRS. PRIYANKA PRAVIN BORSE	BEXPB7009C

THE FIRST SCHEDULE ABOVE REFERRED TO
SCHEDULE OF PROPERTY - WING B - PEARL HEIGHTS

All that piece and parcel of land bearing CTS No. 6/148 admeasuring 2220.95 sq. mtrs. and respectively situated at Parel Sewri Division Mumbai, in the Registration Sub District of Mumbai Suburban in which are the composite building comprising rehab building wing A and Sale building wing B.

On or towards East : Godowns and P Dmello Road
On or towards West : 12 metres Road
On or towards North : MHADA layout Road & building
On or towards South : MHADA layout building

THE SECOND SCHEDULE ABOVE REFERRED TO:

("The said Flat")

The Flat in the Sale building **Pearl Heights - Wing B**, to be constructed on the property layout more particularly described in the First Schedule above referred to namely: -

Flat No. **701**, admeasuring 32.33 Square meters of carpet area as per RERA Act and is on the 7th floor, including **NIL** Car parking space in stack / block, above or below, subject to availability or in the Designated stack Car Parking Space in the free sale building of the project called **Pearl Heights Wing B**, located at Sewri, is standing on a plot of land bearing City Survey No.6/148(pt) of Parel Sewri Division in registration Mumbai Suburban District of Mumbai City lying and being situated at Veer Shrikant Hadkar Marg, Abhyudaya Nagar, Kala Chowki, Sewri, Mumbai 400 033.

PAYMENT SCHEDULE

Name: M/s. Sitesh Developers

Bank: The South Indian Bank Ltd.

Account no.: 0157073000010917

IFSC Code: SIBL0000157

Branch: Bandra West

SIGNED SEALED AND DELIVERED BY]
THE Within named THE PROMOTERS]

M/S. SITESH DEVELOPERS]
(Pan card no. ABZFS9440C)]

MR. JOSEPH A. PATTATHU]
(Pan card no. ACZPP2600C)]
in the presence of]
.....]

SIGNED AND DELIVERED by the
Within named ALLOTTEE]

MRS. PRAVIN GOPICHAND BORSE
(Pan Card No. AIMPB0204H)]

MS. PRIYANKA PRAVIN BORSE]
(Pan Card No. BEXPB7009C)]

in the presence of ...]
.....]

RECEIVED of and from the]
 within named ALLOTTEES]
 a sum of Rs. 14,00,000/-
 (Rupees Fourteen Lacs Only)]
 being amount of Earnest money/Progress]
 payment as mentioned below]

Date	Particulars	Amount
03/06/2024	Cheque no. 000014 drawn on HDFC Bank	2,00,000/-
15/06/2024	Cheque no. 000015 drawn on HDFC Bank	12,00,000/-

WE SAY RECEIVED

For **M/S. SITESH DEVELOPERS**

ANNEXURE “F”**LIST OF AMENITIES**

1. Under-ground water tank/s.
2. Water pump/s at ground floor.
3. Lifts for each wing/s.
4. Staircases.
5. Common toilet.
6. Ground floor lobby at the entrance of each wing.
7. MS Gate for main entrance of the building.
8. Pavement fixed on ground of the building passage.

ANNEXURE “G”**FLAT AMENITIES**

1. Wooden door frame
2. Vitrified Tiles
3. Jaguar / equal plumbing fittings
4. Full height tiles in toilet/bathroom
5. Full tiles in kitchen