# AGREEMENT FOR SALE

This Agreement for Sale is made at Mumbai this …. day of …….……………... 2023.

# BETWEEN

**SAHYOG HOMES LIMITED (formerly a partnership firm known as M/s. Sahyog Homes),** (PAN-AANCS8142D) a company incorporated under the Companies Act, 1956 and governed under the Companies Act, 2013 having its registered address at 321, Morya Estate, New Link Road, Opposite Infinity Mall, Andheri (West), Mumbai–400 053, (hereinafter referred to as **“PROMOTER”)** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, assigns and nominee/s) **OF THE ONE PART**;

# AND

**MR. VIKRAM MAHENDRA MEHTA** [PAN – AAEPM6468N] age years an

adult, Indian Inhabitants having address at 148/13, VASANT, MAJOR PARMESHWARAN MARG, SIWS COLLEGE, WADALA (WEST), MUMBAI - 400031;

hereinafter referred to as “**ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s his/her/its/their respective heirs, executors, administrators and permitted assigns; in case of partnership firm, the partners or partner for the time being of the firm, their respective heirs, executors, administrators and permitted assigns and in case of an incorporated body, its successors and permitted assigns) of the **OF THE SECOND PART**;

[Promoter and the Allottee(s) are hereinafter individually referred to as “**Party**” and collectively referred to as “**Parties**”].

# WHEREAS:

1. M/s. Sahyog Homes a partnership firm was well and sufficiently entitled to develop all that pieces and parcels of lands aggregately admeasuring about 27335.51 sq.mtrs., bearing CTS Nos.1/C(3)(pt), 385 (pt), 396, 396/

1 to 5, 397, 397/1 to 12, 398, 398/1, 399 (pt), 400(pt), 405 (pt), 406, 407

(pt), 408 (pt), 410/C (pt), 376, 376/1, 377, 379, 380, 381 and 218 Survey

No.24/4, 24/6 and 24/9, of Village Oshiwara, Jogeshwari (W), Taluka Andheri, MSD within the Registration District and Sub-District of Mumbai Suburban more particularly described in the **FIRST SCHEDULE** hereunder written.(Hereinafter referred to as “**the said Larger Property**”).

1. Out of the Larger Property, CTS No.399 (pt) is owned by Government of Maharashtra and CTS Nos.1/C(3)(pt), 405 (pt) and 410(c)/1(pt) by Maharashtra Housing & Area Development Authority (hereinafter referred to as **“MHADA”**). By various deeds and documents M/s.Sahyog Homes has acquired the development rights of certain portion of the Larger Property. Further M/s. Sahyog Homes have acquired certain portion of the Larger Property and thereby are entitled to the ownership of it. Thus M/s. Sahyog Homes are entitled to the ownership rights of certain portion of the Larger Property and are also entitle to the development rights of the balance portion of the Larger Property.
2. M/s. Sahyog Homes (i.e. the Promoter herein) was converted to Sahyog Homes Ltd., a company incorporated under Chapter IX of the Companies Act 1956 and a certificate of incorporation dated 23rd December, 2009 is issued by the Registrar of Companies.
3. The Promoter is also owner and/or is entitled to development/redevelopment rights of and/or seized and possessed of or otherwise well and sufficiently entitled to and or in process of acquiring on outright basis or development / redevelopment rights of various other land adjoining to / nearby said Larger Property for the purpose of development

/ redevelopment thereof by amalgamating and/or merging the same with the said Larger Property or any part thereof; the said Larger Property and the said additional adjoining / nearby land that may be amalgamated and or merged from time to time with the said Larger Property by the Promoter at the Promoter’s sole and exclusive discretion. (Hereinafter referred to as “**the said Entire Property**”).

1. By various notifications being (i) Notification No. DC/ENC/ADH/32 Oshiwara dated 14th October, 1977, published in the Government Gazette

on 27th October 1977 issued by Deputy Collector (ENC) and Competent Authority, (ii) Notification No.Unit-2/Desk-6/SR-8-2004 dated 5th December, 2005, published in the Government Gazette on15th December 2005 issued by Additional Collector (Encroachment/Removal) and Competent Authority and (iii) Notification No.Unit-2/Desk-6/4(1)/WS- 379/06 dated 1st March, 2006, published in the Government Gazette on 30th March 2006 issued by Additional Collector (Encroachment / Removal) and Competent Authority, the Larger Property (save and except CTS No. 396 (pt) area admeasuring 241.69 sq. mtrs. and 385(pt) area admeasuring 190 sq.mtrs.) was declared as “**Slum Area”** under section 4 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as **“SRA Act”**).

1. By letters dated 3rd January 2006 and 9th July 2010 issued by Additional Land Manager of MHADA and letters dated 3rd March 2006, 5th May 2006, 9th March 2006, 31st January 2007, 6th August 2009 issued by Additional Collector (Encroachment/ Removal) SRA, various Annexure II with respect to the land owned by MHADA and the Government of Maharashtra were forwarded to the Promoter. Further, MMRDA vide letters dated 31st July 2006, 1st September 2006 granted its no-objection to the SRA Scheme. By these letters, the Government of Maharashtra/MMRDA/MHADA have given their consent to the redevelopment of the land owned Government of Maharashtra/MMRDA/MHADA in accordance to SRA Scheme.
2. The said Larger Property was occupied by slum dwellers and were desirous of redeveloping the same under the slum rehabilitation and re- development scheme (“**Scheme**”) as per the Slum Areas (Improvement Clearance & Redevelopment) Act, 1971. These slum dwellers formed themselves into various societies inter alia (1) Raghvendra Sahkar (Jogeshwari) (SRA) Co-operative Housing Society Ltd., (2) Raghvendra Navjivan (Jogeshwari) (SRA) Co-operative Housing Society Ltd., (3) Kelkar Nagar (Jogeshwari) (SRA) Co-operative Housing Society Ltd., (4) Gandhi Nagar (Jogeshwari) (SRA) Co-operative Housing Society Ltd. (5) Sadbhavana (Jogeshwari) (SRA) Co-operative Housing Society Ltd., (6) Aman Jogeshwari (SRA) Co-operative Housing Society Ltd., (7) Al-Falah (SRA) Co-operative Housing Society Ltd.,(8) Vikas (SRA) Co-operative

Housing Society Ltd., (9) Saraswati (Jogeshwari) SRA Co-operative Housing Society Ltd., (10) Mujaheed SRA Co-operative Housing Society Ltd., and (11) Gulshan Nagar Co-operative Housing Society Ltd. (**“SRA Societies”**).

1. The Promoter, being desirous of redeveloping the Larger Property under the Scheme, approached the SRA Societies with its proposal and the SRA Societies by their resolution passed in their General Body Meetings, approved the appointment of Promoter as the developer for the redevelopment of the Larger Property. In pursuance of these resolution, the SRA Societies, by executing respective Development Agreements have granted development rights in respect of the Larger Property to the Promoter, on the terms and conditions mentioned therein and these SRA Societies have also executed Irrevocable Power of Attorney in favour of the Promoter. The eligible slum dwellers have also granted their individual consents to the appointment of the Promoter for carrying out the Scheme. The Promoter is also in the process of dealing with other slum rehabilitation societies including the slum dwellers and occupants of the said Entire Property and has obtained and or is in the process of obtaining their consent for redevelopment of the said Entire Property under SRA Scheme.
2. The Promoter has applied to the Slum Rehabilitation Authority (“**SRA**”) for sanction of the Scheme for the Larger Property and submitted the necessary documents, *inter alia* layout plan, building plans, along with Annexure-I, Annexure-II and Annexure-III. On perusing the documents submitted by the Promoter, the SRA after conducting survey have permitted the Promoter to redevelop the Larger Property under the Scheme.
3. Pursuant to the application submitted by the Promoter, the SRA issued Letter of Intent (**“LOI”**) dated 8th December 2006 bearing Ref No.SRA/Eng/1215/KW/MHL/STGL/PL/LOI in relation to a portion of the said Larger Property for the first six societies referred in the above recital for a portion of the Larger Property. The said LOI was subsequently revised by the LOI dated 24th October 2008. Thereafter SRA issued LOI dated 17th February 2009 bearing Ref No. SRA/ENG/1507/KW/PL/LOI in

relation to Vikas SRA CHS and Al-Falah SRA CHS being seventh and eighth societies referred in the above recital. The SRA have also issued LOI dated 26th February 2009 bearing Ref No. SRA/ENG/1243/KW/PL/LOI in relation to Saraswati (Jogeshwari) SRA CHS being ninth society referred in the above recital for other portions of the Larger Property. Later SRA issued LOI dated 15th April 2010 bearing No.SRA/ENG/1215/KW/MHL/STGL/PL/LOI for all the above SRA societies in addition to Mujaheed (SRA) CHS being the tenth society and Gulshan Nagar CHS being eleventh society referred in the above recital. The said LOI is further amended by Revised Amalgamated Letter of Intent bearing No.SRA/ENG/1215/KW/MHL/STGL/PL/LOI dated 14th August 2012 which is further amended by Amalgamated Letter of Intent bearing No.SRA/ENG/1215/KW/MHL/STGL/PL/LOI dated 30th April 2016 and SRA has now issued Revised Amalgamated Letter of Intent bearing No.SRA/ENG/1215/KW/MHL/STGL/PL/LOI dated 3rd October, 2017;

1. The said Amalgamated Letter of Intent dated 3rd October, 2017 has been further revised by clubbing the Slum Rehabilitation Scheme on the said Property with Slum Rehabilitation Scheme on plot bearing CTS No. F/1017, F.P.No.07 of T.P.S.- IV of Village Bandra, situated at 10th Road, Almeda Park, Bandra (W), Mumbai in H/West ward. Accordingly, the SRA has now issued Amalgamated Letter of Intent dated 17th October, 2019.
2. The Amalgamated Letter of Intent dated 17th October 2019 has been further revised by clubbing the Slum Rehabilitation Scheme No. 1, on plot bearing CTS No. 715 of village Andheri, Taluka Andheri, situated at Teli Galli, Andheri (E), Mumbai 400058 in K/E Ward and Slum Rehabilitation Scheme No. 2 on plot bearing 6 and 7, Final Plot No. 169 of Santacruz TPS-IV and Plot bearing CTS No. G-537 of village Bandra (W), Mumbai with Slum Rehabilitation Scheme on the said Property. Accordingly, the SRA has now issued Clubbed Amalgamated Letter of Intent dated 25th March 2022 (“**Clubbed Amalgamated LOI**”)
3. In accordance with the Clubbed Amalgamated LOI, the Promoter are required to construct rehab area as provided therein for generating rehabilitation component on various portions of the Larger Property to rehabilitate the eligible slum dwellers.
4. As per the said Clubbed Amalgamated LOI, the Larger Property is affected by set back area, proposed D. P. Road and Public Open Space (POS). It is hereby clarified that the layout, amenities, area, open spaces etc., as the case may be, including the reservations affecting the Larger Property may change from time to time due to the amendment of layout, either due to addition of properties to the Larger Property or as per the orders and directions of MMRDA and/or SRA to obtain and utilize maximum possible FSI in the said Larger Property in the manner as may be permitted by relevant authorities. The Allottee/s confirm that he/she/it/they neither have agreed to purchase the said premises considering such layout, amenities, open spaces, etc. nor he/she/it/they have paid any sum of money for the same. For the aforesaid purpose, the Allottee/s by executing this Agreement has given his/her/their/its consent.
5. The Promoter may be required to surrender and hand over peaceful possession, of such portions of the Larger Property that may be affected by the D.P. Road etc. to the concerned authorities and in lieu thereof the Promoter would be entitled to receive amounts and appropriate the same and/or take benefits in the form of TDR, additional FSI etc. that may be available to the Promoter;
6. The SRA has approved and sanctioned the SRA Scheme as well as the layout and the building plans and specifications in relation to the Larger Property by letter dated 7th December 2007 which has been amended from time to time.
7. As per the Revised Clubbed Amalgamated LOI, the Promoter are required to:-
8. Construct rehab area on the Larger Property which shall include residential tenements, commercial tenements, residential cum commercial of tenements, temple, balwadi, welfare centre, society offices, health centre, primary school, tenants for processional PAP’s.
9. Construct sale buildings to the extent of sanctioned built up area on the balance portion of the Larger Property.
10. To construct proposed roads and hand over the same to Mumbai Metropolitan and Regional Development Authority (**“MMRDA”)** /

Municipal Corporation of Greater Mumbai (MCGM). The areas of the same will change with the amendment of the existing plan.

1. The Promoter are thereby entitled to develop the said Larger Property including the said Property under SRA Scheme in phase wise manner by constructing thereon several buildings viz. rehab buildings, composite buildings, sale buildings containing flats, shops, offices, terraces, parking spaces, etc. (hereinafter referred to as the **“the Entire Project”**);
2. The Promoter have constructed / will construct rehabilitation buildings for rehabilitating the eligible slum dwellers to the extent of the sanctioned built up area on the portion of the Larger Property and the same shall be handed over by the Promoter to the respective SRA Societies and/or the Federation of the Societies / Condominium formed by the eligible slum dwellers.
3. The Clubbed Amalgamated LOI so granted and building plans and / or the amended building plans and layout so approved are further proposed to be revised and altered as may be required and permitted by various authorities from time to time and / or at the sole discretion of the Promoter with a view to exploit the entire development potential of the said Entire Property available, by using the unused basic / residual FSI / Floating FSI

/ TDR granted, declared and/or arising till the completion of the Entire Project including FSI / Floating FSI / TDR, inter alia, by reason of amalgamation and/or merger/clubbing of the said Property or any part thereof with the adjoining / nearby properties and or clubbing/amalgamation of the said Entire Project including the said Real Estate Project with other / nearby SRA projects or FSI / Floating FSI / TDR granted by reason of surrender of any part of the said Larger Property or otherwise to the Municipal Corporation of Greater Mumbai (“MCGM”) or any other concerned authorities. The Allottee/s hereby gives and further agrees and undertake to give their specific irrevocable consent in writing for the amendments as and when demanded by the Promoter at any time hereinafter except any alteration or addition required by any Government Authorities or due to change in law or due to any change, as contemplated by any of the disclosures already made to the Allottee/s.

1. The Promoter had submitted development plan of the Larger Property to SRA and the SRA by letter No.SRA/Eng/399/KW/PL/MHL/STGL/LAY dated 22nd February, 2011 has sanctioned / approved the layout plan for implementation of the said Real Estate Project in terms of the SRA Scheme. The Promoter has later amended the layout plan and submitted the same to SRA for approval.
2. As per the amended layout plan, the Promoter was to develop/construct four buildings namely “S1 & S2” and “S3 & S4” in the free sale component. The Promoter were to utilize 2,17,000 sq.ft. for constructing free sale buildings “S1 & S2” on the portion of the Larger Property admeasuring 2886.59 sq.mtrs., which include land bearing (a) CTS No.1C/3A (pt) admeasuring 294.59 sq.mtrs. corresponding to Survey No.41 (pt) and (b) CTS No.410 C/1 (pt) admeasuring 2591.93 sq.mtrs., corresponding to Survey No.41 (pt).
3. The Promoter were to utilize 1,95,869 sq.feet sale FSI for constructing other two sale buildings viz. S-3 and S-4 on the portion of the Larger Property aggregately admeasuring 2670.10 sq.mtrs. which include land bearing (a) CTS No.406 (pt) admeasuring 237.66 sq.mtrs. corresponding to Survey No.22, (b) CTS No.407 (pt) admeasuring 960.90 sq.mtrs. corresponding to Survey No.21, (c) CTS No.1C/3A (pt) admeasuring 1414.47 sq.mtrs. corresponding to Survey No.41 (pt) and (d) CTS No.410/C-1(pt) admeasuring 57.07 sq.mtrs corresponding to Survey No.41 (pt).
4. By Development Agreement dated 9th July, 2012 executed between the Promoter and Sankalp Siddhi Developers Pvt.Ltd. (**“Sankalp”**) and registered in the office of the Sub-Registrar of Assurance at Andheri under Serial No.BDR4-06289-2012 (**“Development Agreement”**), the Promoter have inter-alia granted to the Sankalp, sole, exclusive and irrevocable development rights in relation to 1,99,884 square feet of sale

F.S.I for the purpose of constructing and selling corresponding free sale area in building/s that shall be constructed on all that pieces and parcels of lands aggregately admeasuring 2886.59 sq.mtrs., comprising of land bearing (a) CTS No.1C/3A (pt) admeasuring 294.66 sq.mtrs.,

corresponding to Survey No.41 (pt) and (b) CTS No.410 C/1 (pt) admeasuring 2591.93 sq.mtrs., corresponding to Survey No.41 (pt).

1. The said Development Agreement dated 9th July, 2012 was terminated by the Promoter herein vide its Advocates Letter dated 5th August 2023, in view of consistent and unremedied breaches of the said Development Agreement dated 9th July, 2012, committed by the Sankalp. In view thereof, the said Development Agreement dated 9th July, 2012 is not in existence any more.
2. After execution of the said Development Agreement, the plans with respect to building S3 and S4 are amended and the SRA has approved the amended plans for the buildings S3 and S4. As per the amended plans, the area of the land for construction of S3 and S4 building reduced to 2554.50 sq. meters or thereabout and even the plans in relation to construction of S1 and S2 buildings have been amended and now only single S1 building to be known as *LAMOR* (in place of S1 and S2 buildings) is being proposed thereon and the land area in relation thereto is increased to 3258.98 sq. meters or thereabout.

(AA) Therefore, the Promoter is entitled to construct two sale buildings “S3 and S4” on the on the portion of the Larger Property in accordance with the Recitals hereinabove, in accordance with the terms and conditions of sanctions and approvals obtained / being obtained in relation to the same. The Promoter shall utilise the benefits of the Larger Property to ensure optimum utilization of the FSI and other benefits to be sanctioned by the concerned authorities.

(BB) Accordingly, Promoter is undertaking development on the portion of the said Larger Property by constructing thereon Sale Building No.3 and Sale Building No.4 which shall be collectively known as **“VERONA”** (hereinafter referred to as the **“said Building”**), being the development of the land admeasuring about 2554.50 sq.mtrs., comprising of land bearing

(a) CTS No.1C/3(pt) admeasuring 1288.32 sq.mtrs., corresponding to Survey No.41 (pt), (b) CTS No.410C/1(pt) admeasuring 22.84 sq.mtrs., corresponding to Survey No.41(pt), (c) CTS No.406(pt) admeasuring

218.73 sq.mtrs., corresponding to Survey No.22, and (d) CTS No.407(pt)

admeasuring 1024.61 sq.mtrs., corresponding to Survey No.21, which is more particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as “**said Property**” and layout plan is annexed hereto as **Annexure -“A”**. Authenticated copies of the said sanctioned plans and specifications is annexed hereto as **Annexure – “B”.**

(CC) Pursuant to the application made to SRA, SRA has issued Intimation of Approval dated 24th November 2010 and amended IOA dated 8th April 2021 bearing No. SRA/ENG/2408/KW/PL/MHL STGL/AP (“**IOA**”) for the building **VERONA** that shall be constructed on the said Property. The SRA has issued Commencement Certificate bearing No. SRA/ENG/2408/KW/PL/MHL/STGL/AP dated 11th March 2011 and revalidated on 23rd April 2021 (“**CC**”) for the said Building that shall be constructed on the said Property. The said IOA/CC are revalidated and re-endorsed and/or shall be further revalidated and re-endorsed from time to time. The copy of IOA annexed hereto as **Annexure – “C”** and Commencement Certificate as **Annexure – “D”**

(DD) In accordance with the Recitals hereinabove, the Promoter are fully entitled to the development rights in relation to Larger Property except for the development rights of the FSI of 1,99,884 sq.ft. which belongs to the Sankalp. The Promoters are developing the project by the name VERONA by constructing building on the said Property in accordance with the plans and specifications sanctioned by the concerned authorities. The Allottee/s are fully informed the Promoter shall be entitled to fully exploit the future Development/FSI of the said Larger Property including the said Property.

(EE) The Project will be developed by the Promoter at their sole discretion in accordance with the sanctioned plans with such modifications thereto as the Promoter may require from time to time and the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”), the rules and regulations made thereunder and other applicable laws. The development of the said Building is registered with the Maharashtra Real Estate Regulatory Authority as a real estate project) (“**the Real Estate Project**”)

comprises, inter alia, of a residential building on the said Property, to be named as “**VERONA”**.

(FF) An authenticated copy of Certificate of Title issued by M/s. Manoj & Ashok Associates, Advocates and Solicitors, dated 25th September 2014 and dated 27th July 2017, evidencing the nature of the title of the Larger Property and the right of the Promoter to develop the said Property on which the said Real Estate Project is being/to be constructed, is hereto annexed and marked as **Annexure “E”**;

(GG)The Allottee (s) has/have, in pursuance of the Certificate issued by the Promoter’s Advocates and Solicitors as mentioned hereinafter, accepted the title of the Larger Property as clear and marketable and the right of the Promoter to develop the said Property and has agreed not to raise any objection hereafter;

(HH) The Allottee/s is / are aware that the Promoter shall be constructing the said Building and shall be responsible for providing all other amenities on the said Property and Sankalp agreed to pay for the construction costs in relation to 1,46,930 sq. feet of sale FSI Area and amenities in the said Building including the flat that is herein recorded as agreed to be sold by the Promoter to the Allottee/s.

1. The Promoter have appointed Mr. Ketan Belsare of Ellora Consultants Pvt. Ltd. as an Architect / Licensed Surveyor and Ramboll Consultants as a structural Engineer for preparation of drawings of the building/s and structural design respectively and other structures including the said Building to be constructed on the said Property;

(JJ) The Allottee (s) has/have seen the building plans in respect of the said Building;

(KK) The Allottees are aware that the Promoter are constructing or has constructed serval buildings with the permission of the SRA and as per the sanctioned plans modified from time to time on the portion of Larger Property;

(LL) The Allottees are also aware that the Promoter are constructing **VERONA** building in accordance with the approved plans, designs, specifications which may be further amended and approved by the concerned authorities from time to time. The Promoter shall utilize the FSI/TDR granted and/or available in respect of any portion of the said Larger Property due to any reservation including said D.P. Road/s, or by way of TDR of some other property/ies that would be permitted by SRA/concerned authorities for constructing the said Building and / or additional buildings and / or additional upper floors thereon on the portion of Larger Property.

(MM) At the request of the Allottee(s), the Promoter have agreed to allot to the Allottee(s) on ownership basis, one residential premises being Flat comprised in the Free Sale Area bearing No. **3102** admeasuring **75.48 square meters** carpet area (defined hereinafter) and enclosed dry balcony area attached to the Said Premises admeasuring about 3.18 Sq. Mts. (as per approved plans) on the **31st Floor** in building No. **S-3** of the said Building (herein referred to as “**the said Premises**”) and which is more particularly described in the **Third Schedule** hereunder written and delineated by red colour boundary line on the sanctioned floor plan annexed hereto and marked as **Annexure “F”**;

(NN) The principal and material aspects of the development of the Real Estate Project are briefly stated below-

* 1. At present, the Real Estate Project the said Building known as “**VERONA**” constructed on the said Property which comprises of G+38 floors (as per IOA). The Promoter proposed to construct G+38 floors in the said Building and has disclosed (as per RERA Application) that the Promoter desires to construct further additional constructing additional floors subject to the approval of plans and revision of LOI/IOA.
  2. At present, total built up area of 22501.10 square metres approximately has been sanctioned for construction and development of the Real Estate Project (as per IOA); The Promoter proposes to eventually consume a further FSI in the construction and development of the said Real Estate Project.
  3. The common areas and facilities including internal development works and external development works (as defined in the RERA) to be provided in the said Building/Real Estate Project that may be usable by the Allottee(s) are listed in the **Fourth Schedule** hereunder written. The list of specifications and amenities in the said Premises are listed in the **Fifth Schedule** hereunder written;
  4. The Promoter shall be entitled to put hoarding/boards of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Building and on the façade, terrace, compound wall or other part of the said Building/Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
  5. The details of formation of the Society/Condominium/Association/Limited Company of the Allottee(s) of the premises in the said Building/Real Estate Project (hereinafter referred to as “**the Society**”) and the conferment of title upon the Society with respect to the said Building/Real Estate Project are more particularly specified in the clauses below;
  6. The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Larger Property including the said Property, as provided under the Proviso to Rule 4(4) of the RERA Rules.

(OO) As per the Clubbed Amalgamated LOI dated 25th March 2022, the principal and material aspects of the development of the Entire Project to be developed on the said Larger Property as disclosed by the Promoter are briefly stated below-

1. The area of the said Larger Property wherein the Entire Project shall be developed is 27335.51 square meters approximately which is developed and/or to be developed and/or under construction;
2. The Entire Project shall comprise of Rehab component and sale component. The reserved land for proposed Set Back Area is 4478.64 sq.mtrs; D.P. Road is 241.69 sq.mtrs. and for Public Open Space (POS) is 610 sq. mtrs.
3. The maximum proposed potential total FSI to be utilized on the said Larger Property would be 1,18,056.20 square metres approximately plus fungible and other incentives as may be approved; The Promoter proposes to eventually consume a further FSI in the construction and development of the said Entire Project on the said Larger Property including the said Property.
4. The Entire Project comprises of Six (6) Rehab buildings, Four (4) Sale buildings. The said Real Estate Project is already described hereinabove is the part of the Entire Project.
5. The Promoter shall be entitled to put hoarding/boards of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Property and on the façade, terrace, compound wall or other part of the buildings/wings on the said Property. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
6. The details of (a) the Societies / Condominiums / Associations / Limited Companies of the allottees of the premises in the other buildings (i.e. buildings other than the said Building) in the Entire Project (hereinafter referred to as the **“Other Societies”**), (b) the Apex Body/Federation of the Society and Other Societies (hereinafter referred to as the **“the Apex Body”**), and, (c) conferment of title upon the Other Societies and Apex Body with respect to the Real Estate Project, other buildings and the Entire Project, will be applicable to and are more particularly specified in Clause (18) below;
7. The Allottee(s) has/have perused a copy of the Proposed Layout Plan (“**Proposed Layout**”)**,** which specifies the tentative location of the new/future/further buildings/towers/wings to be built on the said Property, subject to approval by the SRA and Planning Authority/Competent Authority and subject to the provisions of the RERA and the rules and regulations made thereunder;
8. The Promoter are entitled to amend, modify and/or substitute the proposed future and further development of the said Larger Property, in full or in part, as may be required by and in accordance with the RERA and the rules and regulations made thereunder and other applicable law/s and planning constraints from time to time;
9. By registered Indentures of Mortgage dated 21st February 2024 the Promoter have taken financial assistance/ project finance from Tata Capital Housing Finance Ltd. (hereinafter referred to as **“the Financier”**) for the execution of the Scheme on the said Larger Property and the Allottee(s) hereby acknowledges the right of the Financier. The Allottee(s) further acknowledges that the Promoter have, for availing the said financial assistance and securing the payment/re-payment in respect of the same, mortgaged all its right, title and interest in the said Real Estate Project.

(PP) The above details and further aspects of the development of the said Property including proposed future and further development of the said Property, if any, are/will be uploaded on the website of the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as “**the Authority**”) at [***https://maharera.mahaonline.gov.in***](https://maharera.mahaonline.gov.in/)upon registration of the Real Estate Project as may be required by the RERA and the rules and regulations thereunder;

(QQ) The Allottee(s) has agreed and consented to the development of the Entire Project including the Real Estate Project. The Allottee(s) shall examine all documents and information uploaded by the Promoter on the website of the Authority as required by the RERA and the rules and regulations made thereunder and/or otherwise provided to the Allottee(s) and to understand the documents and information in all respects;

(RR) The Promoter have registered the Real Estate Project under the provisions of the RERA with the Authority at Mumbai, bearing project registration Sr. No. P51800003040. The authenticated copy of the same is attached hereto as **Annexure “G”**;

(SS) The Promoter have the right to sell the said Premises in the Real Estate Project constructed/being constructed/to be constructed by the Promoter on the said Property and to enter into this Agreement with the Allottee(s) of the said Premises and to receive the sale consideration in respect thereof;

(TT) The Allottee(s)has/ have demanded from the Promoter and the Promoter have given inspection to the Allottee(s) of all the documents of title relating to the said Larger Property including the said Property, the Plans, designs and specifications prepared by the Promoter’s Architect and such other documents as are specified under the RERA and the rules and regulations made thereunder.

(UU) The Promoter are entering into separate agreements with several other persons and parties for sale of premises comprised in the Free Sale Area in the Real Estate Project.

(VV) The Promoter proposes and shall be entitled to utilise the entire unconsumed and residual FSI, if any, in respect of the said Property which includes the entire increased, additional, future fungible and extra FSI (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), which shall absolutely and exclusively belong to and be available to the Promoter herein and the Allottee(s) shall not have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof.;

(WW) Relying on the request and the representations and declarations made by the Allottee(s), the Promoter have agreed to sell to the Allottee(s) and the Allottee(s) has/have agreed to purchase from the Promoter the said Premises at the price and on the terms and conditions hereinafter appearing;

1. Prior to the execution of these presents, the Allottee(s) has/have paid to the Promoter a sum of **Rs.0/- (Rupees only)** being part payment of the Total Consideration (defined hereinafter) of the said Premises agreed to be sold by the Promoter to the Allottee(s) as part- consideration (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee(s) has/have agreed to pay to the Promoter the balance of the Total Consideration (defined hereinafter) in the manner hereinafter appearing;

(YY) The Promoter have clearly brought to the knowledge and notice of the Allottee(s), that there is no exclusive allotment of stilt and/or car parking spaces to the Allottee(s) herein, that it shall be the sole and absolute discretion of the Promoter to deal with the allotment of the stilt and car parking spaces as they may deem fit and proper and the Allottee(s) herein has granted his/her free, express and irrevocable consent and confirmation thereto and on confirmation thereof has agreed to acquire the said Premises;

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

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

* 1. **DEFINITION AND INTERPRETATION :-**

1. **“Agreement**” shall mean this Agreement together with the Schedules and Annexures hereto and any other deed and/or document executed in pursuance hereof.
2. **“Amenities**” shall mean the specifications and amenities in respect of the said Premises to be provided by the Promoter as set out in the **Fifth Schedule** hereunder written.
3. **“Apex Body”** shall have the same meaning as ascribed to it in the clause below.
4. **“said Building**” shall mean one building to be constructed on the said Property by the name VERONA.
5. **“Carpet Area”** shall mean the net usable floor area of a flat/apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the flat/apartment. For the purposes of this definition, the expression “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a flat/apartment, meant for the exclusive use of the Allottee(s); and “exclusive open terrace area” means the area of open

terrace which is appurtenant to the net usable floor area of a flat/apartment, meant for the exclusive use of the Allottee(s).

1. **“Contribution**” shall mean the amounts payable by the Allottee(s) in respect of the said Premises towards layout deposits, IOA deposits or permanent deposits, share money, application entrance fee of the Society/Apex Body, formation of the Society/ Apex Body, proportionate share of taxes and other charges/levies in respect of the Society/Apex Body, deposit towards provisional monthly contribution towards outgoings of the Society/Apex Body, water connection charges, electricity charges, other utility connection charges, deposits of electrical receiving and sub-station provided on the said Property, betterment charges, property tax, gas connections charges, internet connection deposits, telephone connection deposits, Service Tax, VAT/MVAT charges, GST etc. as mentioned in **Annexure “H”** hereto.
2. **“Entire Project”** shall have the same meaning as ascribed to it in the recital hereinabove.
3. **“Interest Rate”** shall mean the State Bank of India highest Marginal Cost of Lending Rate as prevailing at the relevant time plus 2% (two per cent) thereon. It is clarified that in case the State Bank of India Marginal Cost of Lending Rate is not in use at the relevant time, then the Interest Rate shall be such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public plus 2% (two per cent) or such other rate as may be prescribed under the RERA from time to time.
4. “**Liquidated Damages”** shall mean an amount equivalent to 2% (Two per cent) of the Total Consideration payable by the Allottee(s) as agreed in the clause below upon the Allottee(s) committing breach/default of any of the terms hereof.
5. “**Premises/said Premises**” shall have the same meaning as ascribed to it in recital hereinabove.
6. **“Real Estate Project**” shall have the same meaning as ascribed to it in the recital hereinabove.
7. **“Said Entire Property**” shall have the same meaning as ascribed to it in the recital hereinabove**.**
8. **Said Larger Property**” shall have the same meaning as ascribed to it in the recital hereinabove**.**
9. **“Said Property**” shall have the same meaning as ascribed to it in the recital hereinabove**.**
10. **“Total Consideration**” shall mean the amounts payable/agreed to be paid by the Allottee(s) for purchase of the said Premises as set out in the clause below and in **Annexure “I”** hereto.
11. “**Transfer of the Premises**” shall mean the sale, transfer, assignment to any third party of (A) the said Premises or the interest therein and/or (B) the benefit of this Agreement and/or (C) (i) in case the Allottee(s) is a Company, (a) the change in control and/or (b) management and/or (c) shareholding of not less than 26% of the Company and (ii) in case the Allottee(s) is a partnership firm or a LLP, the change in the constitution thereof. The term “Transfer” in respect of the Premises by the Allottee(s) shall be construed liberally.

# RULES FOR INTERPRETATION

In this Agreement where the context admits:-

* + 1. All reference in this Agreement to statutory provisions shall be construed as meaning and including references to: -
       1. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
       2. All statutory instruments or orders made pursuant to a statutory provision/s; and
       3. Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
    2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
    3. Headings to clauses, sub-clause and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
    4. Any reference to the words “hereof’, “herein”, “hereto”, and “hereunder” and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
    5. The words “include” and “including” are to be construed without limitation.
    6. The recitals, Schedules and Annexures hereto shall form part and parcel of this Agreement.

# DISCLOSURES AND TITLE

* + 1. The Allottee(s) hereby declares and confirms that prior to the execution of this Agreement the Promoter have, on demand from the Allottee(s), made full and complete disclosure of the title of the said Larger Property including the said Property and the authority and entitlement of the Promoter to develop the said Property and the Allottee(s) has taken full, free and complete inspection and has satisfied himself/herself/themselves of the particulars and disclosures of the following :-
       1. Nature of the title to the said Property and all encumbrances, if any, thereto, along with all the relevant documents;
       2. The authority and entitlement of the Promoter to develop the said Property;
       3. The drawings, plans, designs and specifications prepared by the Promoter’s Architect Mr. Ketan Belsare of Ellora Consultants Pvt. Ltd in respect of the Real Estate Project;
       4. Nature and particulars of fixtures, fittings and amenities to be provided in the said Premises;
       5. All particulars of designs and materials to be used in construction of the said Premises and the Real Estate Project;
       6. The permissions obtained by the Promoter in respect of the Real Estate Project and such other documents as specified in the RERA and the rules and regulations made thereunder.
    2. The Allottee(s) further confirms and warrants that the Allottee(s) is satisfied in respect of the title of the said Property and the authority, right and entitlement of the Promoter to develop the said Property as well as encumbrances, if any including any right, title, interest or claim of any other party to or in respect of the said Property and shall not raise any queries or objections and waives his right in that regard.

# AGREEMENT TO SELL AND CONSIDERATION

* + 1. The Allottee(s) hereby agrees to Purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s), the said Premises

(defined hereinabove and more particularly described in **the Third Schedule** hereunder written) for the Total Consideration as set out in **Annexure “I”** hereto and subject to the terms and conditions hereinafter mentioned.

* + 1. The Total Consideration shall be paid in instalments in the manner and within the timelines set out in **Annexure “I”** hereto, time being of the essence. The Promoter shall issue notice to the Allottee(s) intimating the Allottee(s) about the stage-wise completion of the said Building as detailed in **Annexure “I”** (the payment at each stage is individually referred to as “**the Instalment**” and collectively referred to as “**the Instalments**”). The payment shall be made by the Allottee(s) within 7 (Seven) days of the Promoter making a demand for the payment of the Instalment, time being the essence of the contract. It is further specifically agreed that the Promoter have agreed to accept the aforesaid Total Consideration on the specific assurance of the Allottee(s) that the Allottee(s) shall:

1. Make payment of the instalments as stated in **Annexure “I”**

hereto, without any delay or demur for any reason whatsoever;

1. Observe all the covenants, obligations and restrictions stated in this Agreement, in letter and spirit and;
2. Agree that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Allottee(s).
   * 1. It is clarified and the Allottee(s) accords its consent that any payment made by the Allottee(s) to the Promoter hereunder shall be appropriated in the manner below:
3. Firstly towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration;
4. Secondly, towards interest on the amount (including Total Consideration) payable hereunder;
5. Finally towards Total Consideration and Contribution and/or other charges, if any, payable hereunder.
   * 1. The Allottee(s) agrees and undertakes that the Total Consideration towards purchase of the said Premises that the Allottee(s) may make to the Promoter shall be deposited directly in an escrow account bearing No. 102805000923, ICICI Bank Limited, Andheri (W) Branch, Mumbai- 400 053 (hereinafter referred to as the “**Escrow Account**”).
     2. The Financier have in principle agreed and confirmed to the Promoter that they shall release their lien/charge against each unit/premises/flat in the said Building subject to receiving the entire Total Consideration in respect of such unit/premise/flat from the respective allottees of such unit/premise/flat in the Escrow Account.
     3. The Total Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other direct or indirect taxes which may be levied, in connection with the construction of the said Building and the Real Estate Project and carrying out the Entire Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT/MVAT, GST and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises shall be borne and paid by the Allottee(s) alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
     4. The Total Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of- pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the said Premises including on this Agreement and expenses on all documents for sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement.
     5. The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation/demand published/issued in that behalf to that effect along with the demand letter being issued to the Allottee(s).
     6. The Promoter shall confirm the final carpet area of the said Premises that has been allotted to the Allottee(s) after the construction of the said Building is complete and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area of the said Premises, subject to a variation cap of 3% (three per cent). The Total Consideration payable on the basis of the carpet area of the said Premises shall be recalculated upon such confirmation by the Promoter. If there is any reduction in the final carpet area of the said Premises within the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Allottee(s) within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand additional amount from the Allottee(s) towards Total Consideration, which shall be payable by the Allottee(s) prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/ Allottee(s) as the case may be, under this Clause, shall be made at the same rate per square meter as agreed in Clause 4.1 above.
     7. The Allottee(s) 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 payments in any manner.

* + 1. In addition to the carpet area of the said Premises as set out herein, if there are any additional areas/spaces such as terrace , enclosed balcony , balcony, dry yard or service and utility area appurtenant to the said Premises, the same shall be seen in the plan annexed hereto and as **Annexure “F”**.
    2. The common areas, facilities and amenities including internal development works and external development works (as defined in the RERA) in respect of the Real Estate Project that may be usable by the Allottee(s) are listed in the **Third Schedule** hereunder written. The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Promoter are listed in the **Fourth Schedule** hereunder written.
    3. It is clarified that the Promoter have agreed to sell to the Allottee(s) and the Allottee(s) has/have agreed to acquire from the Promoter the said Premises on the basis of the carpet area only and the Total Consideration agreed to be paid by the Allottee(s) to the Promoter are agreed on the basis of the carpet area of the said Premises. The Total Consideration is only in respect of the said Premises and the Promoter have neither charged nor recovered from the Allottee(s)/s any price or consideration for the Additional Areas and the common areas and the Additional Areas and the common areas shall be allowed to be used free of cost, without any price or consideration.

# CONSIDERATION AND DEVELOPMENT

* + 1. The Promoter shall, subject to the terms hereof, construct the Building known as “**VERONA**” in accordance with the plans, designs and specifications as referred hereinabove and as approved by the SRA/MCGM and/or other concerned local authority from time to time and observe, perform and comply with all the terms, conditions, stipulations and restrictions imposed by the SRA/MCGM and/or other concerned local authority while sanctioning the plans. The Promoter shall obtain from the concerned local authority occupation and/or

completion certificates in respect thereof. **PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee(s), as required by Section 14 and/or other applicable provisions of the RERA and the rules and regulations made thereunder, in respect of any variations or modifications which may adversely affect the said Premises of the Allottee(s) except, any alteration or addition required by any Government authorities and/or due to change in law and/or any change as contemplated by any of the disclosures already made to the Allottee(s) and/or such minor and/or other additions or alterations as permitted by the said Section 14 and/or other applicable provisions of the RERA and the rules and regulations made thereunder.

* + 1. The Promoter reserves to itself, the right to lay out, with the previous written consent of the Allottee(s) and subject to the provisions of the RERA and the rules and regulations made thereunder, further additional construction in the Real Estate Project including on the said Building/said Property to the maximum level/extent permissible by vertical extensions of the said Building as also construction of additional buildings thereon. The Allottee(s) is aware that the Promoter are developing and constructing the Entire Project consisting of one or more residential buildings on the said Larger Property / said Property including the said Building and may construct further upper floors on the said Building, as aforesaid by using the available and/or acquired FSI/TDR/any other available means of development. In such event, the Promoter shall ensure that the free ingress to and egress of the Allottee(s) from the said Premises is not adversely affected.
    2. The Promoter, if permitted by the appropriate authorities and subject to the applicable provisions, if any, of the RERA and the rules and regulations made thereunder, reserves to itself the right to transfer the construction permissible on the said Property or transfer to the said Property construction permissible on any other property and lay out such construction accordingly at any time.
    3. The Promoter shall be at liberty and is entitled to complete any portion/floor/wing/part of the said Building and apply for and obtain part Occupation Certificate thereof. When offered, the Allottee(s) shall be

obliged to take possession of the said Premises on the basis of such Part Occupation Certificate which relates to the said Premises. In such an event, the Promoter shall without any hindrance or objection by the Allottee(s), be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the said Building and/or the Real Estate Project and/or the Entire Project even if the same causes any nuisance and annoyance to the Allottee(s).

* + 1. The Allottee(s) agrees that till such time the said Real Estate Project is conveyed in favour of the Society and/or the Entire Project is conveyed in favour of the Apex Body, the Promoter shall retain with itself all the rights on the terrace, in the compound and on the said Building and in the Entire Project either by themselves or through their nominee or nominees as the case may be. Subject to the aforesaid, the Promoter shall be at absolute liberty to grant/delegate the said right to such nominee/s in the manner as they may deem fit and proper. Unless specifically provided herein or by a separate agreement, deed and/or writing in favour of the Allottee(s), the Allottee(s) shall not be entitled to the benefit of such rights. Subject to the aforesaid, the Allottee(s) further agrees that the Promoter shall be entitled to exclusively exploit commercially the restricted amenities and the Allottee(s) agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived.
    2. The Allottee(s) hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed in the Recitals hereinabove and the Allottee(s) has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.
    3. The Allottee(s) hereby agrees, accepts and confirms that the Promoter proposes to develop the Entire Project on the said Larger Property including the said Property (by utilization of the full development potential) and develop the same in phase-wise matter and undertake multiple real estate projects therein in the manner more particularly detailed in the Recitals above constituting the Proposed Layout Plan

and the Proposed Potential and the Allottee(s) has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

# SECURITIZATION OF THE TOTAL CONSIDERATION

* + 1. Subject to the applicable provisions, if any, of the RERA and the rules and regulations made thereunder, the Allottee(s) hereby accords/grants his/her/their irrevocable consent to the Promoter to securitize the Total Consideration and/or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks/financial institutions the right to directly receive from the Allottee(s) the balance consideration or part thereof hereunder. The Allottee(s) agrees and undertakes, upon receipt of any such intimation in writing by the Promoter to pay without any delay, demur, deduction or objection to such bank/financial institutions, the Total Consideration or part thereof and/or the amounts payable hereunder as per **Annexure “I”** hereto. The Promoter covenants that the payment of such balance consideration or part thereof in accordance with the terms hereof, by the Allottee(s) to the bank/financial institutions, shall be a valid payment of consideration or part thereof and discharge of his/her/their obligations hereunder.
    2. In the event if the Allottee/s deducts TDS from the consideration amount payable under this agreement the Allottee/s shall immediately deposit the same with the Government in accordance with the law. Till the credit of such TDS is not reflected in Form 26AS being Annual Tax Statement under Section 203A of Income Tax Act, 1961, the Promoter shall not be obliged to provide possession of the said Premises to the Allottee/s.

# LOAN AGAINST THE SAID PREMISES

* + 1. It is hereby further expressly agreed that notwithstanding that the Allottee(s) approaches/has approached any bank/financial institution for availing of a loan in order to enable the Allottee(s) to make payment of the Total Consideration or part thereof in respect of the said Premises to the Promoter; and that the Allottee(s) has mortgaged the said Premises with such bank/financial institution (which is to be subject to issuance by the Promoter of a No-Objection-Certificate (NOC) in favour of such bank/financial institution) for repayment of the loan amount, it shall be

the sole and entire responsibility of the Allottee(s) to ensure that the payment of the Total Consideration or part thereof and/or the amounts payable hereunder is completed. Further, the Promoter shall not be liable or responsible for the repayment of such loan amount or any part thereof taken by the Allottee(s) to such bank/financial institution and/or in any other manner whatsoever.

* + 1. The Allottee(s) hereby expressly agrees that as long as the aforesaid loan remains unpaid/outstanding, the Allottee(s), subject to the terms hereof, shall not sell, transfer, let out and/or deal with the said Premises in any manner whatsoever without obtaining the prior written permission of the Promoter and such bank/financial institution. The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Allottee(s) which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee(s) to inform the Promoter about the lien/charge of such bank/financial institution and the Promoter shall not be liable or responsible for the same in any manner whatsoever.
    2. The Allottee(s) shall indemnify and keep indemnified the Promoter and its nominees / assignees for the time being and from time to time from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its directors for the time being and from time to time and its nominees / assignees may suffer or incur by reason of any action any such banks/financial institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee(s) of the terms and conditions governing the said loan in respect of the said Premises. Notwithstanding the provisions hereof, the Allottee(s) hereby agrees and undertakes that the Promoter shall have first lien/charge on the said Premises towards all the unpaid Total Consideration, claims, costs, charges, expenses and losses etc. of the Promoter and the Allottee(s) further undertakes to reimburse the same to the Promoter without any delay, default or demur.

# MORTGAGE OR CREATION OF CHARGE:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s). Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises.

# CAR PARKING :

The Allottee(s) is aware that as a part of the said Building, the Promoter are constructing several covered car parking spaces to be used by the Allottee(s) of the various premises in the said Building/Real Estate Project. At the request of the Allottee(s), the Promoter hereby allocates to the Allottee(s) **1 (ONE)** car parking space/s (hereinafter referred to as the “**said Car Parking Space**”). The exact location of the Car Parking Space, if any, allocated to the Allottee(s) shall be in mechanized tower parking / puzzle parking and the same shall be finalized by the Promoter at the time of handing over of possession of the said Premises. The Allottee(s) is aware that the Promoter have in the like manner allocated and shall be allocating other car parking space/s to the other allottees of various premises in the Real Estate Project/Entire Project and the Allottee(s) undertakes not to raise any objection in that regard and the rights of the Allottee(s) to raise any such objection shall be deemed to have been waived. The Allottee(s) hereby accords his/her irrevocable and unconditional consent to the Promoter to allocate the other car parking spaces to the said other allottees of their respective premises in the said Building/Real Estate Project/Entire Project. The Allottee(s) hereby confirms, warrants and undertakes to use the car parking spaces so allocated to him/her for the purpose of parking his/her car only, and not for any other purpose, under the superintendence and control of the Society. The Allottee(s) hereby further warrants and confirms that the Allottee(s) shall, upon formation of the Society/Apex Body as contemplated herein, cause the Society/Apex Body to confirm and ratify and shall not and/or shall cause the Society/Apex Body not to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various allottees (including the Allottee(s) herein) of the premises in the Building/ Real Estate Project/Entire Project.

# REGISTRATION

The Allottee(s) and/or the Promoter shall immediately after execution of this Agreement at the Allottee(s)’ cost and expenses, lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act, 1908 and both parties undertake to attend the office of the said Sub-Registrar of Assurances and admit execution thereof.

# POSSESSION :

* + 1. ​

Subject to the Allottee(s) not being in breach of any of the terms hereof and the Allottee(s) having paid all the dues and amounts hereunder

including the Total Consideration, the Promoter shall hand over

possession of the Premises to the Allottee(s) on or before

***31st***

***December, 2024*** (hereinafter referred to as the “**Possession Date**”). **Provided however**, that the Promoter shall be entitled to extension of time for giving delivery to the Allottee(s) of the said Premises on the Possession Date, if the completion of the said Building is delayed on account of any or all of the following factors:

1. any conditions beyond the reasonable control of Promoters, including acts of God like earthquake, perils of the sea or air, fire, flood or any drought, explosion, sabotage etc.; and
2. any situation like epidemics, pandemics or outbreak of communicable disease, quarantines; and
3. any riots, bandhs, strikes and/or labour unrest and in consequence whereof and the construction on the said Building on the said Property is adversely affected; and
4. any geological, subsurface ground conditions as a result of which

construction, development on the said Property is delayed or no longer financially or technically viable; and

1. any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delay or materially adversely affects the implementation of the construction activities on the Said Property; and
2. any reasons like war, civil commotion, acts of criminal or of public enemy, insurrection, blockade, embargo terrorism, etc. in

consequence whereof the construction activities on the said Property could be adversely affected; and

1. any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof construction activities on the Said Property could be adversely affected; and
2. any change in byelaws, policy and regulations of statutory authorities; and
3. act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by

the MCGM/SRA for approval of plans, grant of Occupation/Occupancy Certificate, or subject to delay in grant of water, sewerage, electric, cable, gas, cable connection or any other service or any other cause, beyond the control of

Developer, if any;

and/or in case the registration of the Real Estate Project is extended by the Authority under the provisions of the RERA and the rules and

regulations made thereunder.

In the event, the Promoter fails to abide by the time schedule for completing the said Building and for handing over the said Premises to the Allottee(s) on the Possession Date (save and except for the reasons as stated in Clause 11.1, then the Allottee(s) shall be entitled to either of

the following:

(a)

call upon the Promoter by giving a written notice by courier/e-

mail/registered post A.D. at the address provided by the Promoter (hereinafter referred to as the “**Interest Notice**”), to pay interest at the Interest Rate for every month of delay from the Possession Date on the Total Consideration paid by the Allottee(s). The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over possession of the said Premises by the Promoter to the Allottee(s); or

(b) the Allottee(s) shall be entitled to terminate this Agreement by giving written notice to the Promoter by courier/e-mail/registered post A.D. at the address provided by the Promoter hereinbelow

(hereinafter referred to as the “**Allottee(s)’ Termination Notice**”). On the receipt of the Allottee’s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Allottee(s)’ Termination Notice by the Promoter, the Promoter shall refund to the Allottee(s) the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee(s) shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the Aggregate Areas or any part thereof and/or the common areas and facilities and/or limited common areas and every part thereof and/or the said Property and the Promoter shall be entitled to deal with and/or dispose of the said Premises in the manner it deems fit and proper.

* + 1. In case if the Allottee(s) elects his remedy under Clause 11.2 (a) above then in such a case the Allottee(s) shall not subsequently be entitled to the remedy under Clause 11.2 (b) above.
    2. If the Allottee(s) fails to make any payment of the service tax, VAT, GST, TDS or any such taxes or amounts under this Agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoings) on the stipulated date/s and time/s as required under this Agreement, then, the Allottee(s) shall pay to the Promoter interest at the actual interest rate prescribed by the concerned authority, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon.
    3. Without prejudice to the right of the Promoter to charge interest at the Interest Rate, and any other rights and remedies available to the Promoter, the following events shall constitute an event of default of the Allottee(s) (hereinafter referred to as the “**Event of Default**”):

1. on the Allottee(s)’ committing three defaults in payment on due date of any amount due and payable by the Allottee(s) to the Promoter under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings);
2. breach by the Allottee of any of the terms and conditions herein contained.
   * 1. Upon occurrence of an Event of Default the Promoter shall be entitled to at its own option and discretion, to require the Allottee(s) to specifically perform this Agreement or terminate this Agreement, without any reference or recourse to the Allottee(s); Provided that, the Promoter shall give prior notice of 15 (fifteen) days in writing to the Allottee(s) (hereinafter referred to as the “**Default Notice**”) by courier/e- mail/registered post A.D. at the address provided by the Allottee(s) of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement and the Allottee(s) fails to rectify the breach or breaches mentioned by the Promoter within a period of 30 (Thirty) days from the date of such notice. In such event, at the end of the said period of 30 days, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee(s) (hereinafter referred to as the “**Promoter Termination Notice**”), by courier/e- mail/registered post A.D. at the address provided by the Allottee(s) herein below. On the receipt of the Promoter Termination Notice by the Allottee(s), this Agreement shall stand terminated and cancelled.
     2. On the termination and cancellation of this Agreement in the manner as stated in Clause 11.6 above:
3. The Promoter shall be entitled, without prejudice to any other rights and remedies available to the Promoter hereunder or otherwise, to forfeit the following amounts (hereinafter referred to as the “**Forfeiture Amount**”) as cancellation charges which the Allottee(s) agrees, confirms and acknowledges, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty:
   1. an amount equivalent to 2% (two per cent) of the Total Consideration together with applicable taxes thereon; or
   2. in case of any brokerage being paid with respect to the booking or allotment of the said Premises, an amount equivalent to 4% (four per cent) of the Total Consideration together with applicable taxes thereon.
4. The Promoter will refund the balance, if any, without interest only after deducting and/or adjusting from the balance amounts, Service Tax, GST, VAT/MVAT and/or any other amount due and payable by the Allottee(s) and/or paid by the Promoter in respect of the Total Consideration;
5. In case if the Promoter receives a credit/refund of the service tax amount paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the Promoter to the Allottee(s) without any interest thereon.
   * 1. If as a result of any legislative order or regulation or direction of the Government or public authorities, the Promoter are unable to complete the Real Estate Project and/or give possession of the said Premises to the Allottee(s) on or before the Possession Date (subject to extension of time for giving delivery of the said Premises on or before the Possession Date as stated in Clause 11.1 above), the Promoter may by notice in writing cancel the allotment of the said Premises to the Allottee(s) and terminate this Agreement and the only responsibility and liability of the Promoter in such an event will be to pay over to the Allottee(s) such consideration as may have been paid by the Allottee(s) with simple interest thereon at the Interest Rate from the date of receipt of each Instalment till the date of the said refund by the Promoter. The repayment of such amount shall be made by the Promoter in 12 equal monthly instalments starting from 60 days from the date of such termination.
     2. On the termination and cancellation of this Agreement in the manner as stated in Clauses 11.6 and 11.8 above, the Allottee(s) shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Premises and/or the Aggregate Areas or any part thereof and/or the

common areas and facilities and/or limited common areas and every part thereof and the Promoter shall be entitled to deal with and dispose of the same to any other person/s as the Promoter deems fit in its sole and absolute discretion without any further act or consent from the Allottee(s) and/or any notice or reference to the Allottee(s).

* + 1. In the event of termination and cancellation of this Agreement in the manner as stated in Clauses 11.1, 11.6 and 11.8 above, the Allottee(s) hereby grants to the Promoter the unequivocal and irrevocable consent to recover/set off/adjust the amounts payable by the Allottee(s) to the Promoter including the Total Consideration, the Contribution, interest, Liquidated Damages and/or any other charges that may be payable by the Allottee(s) to the Promoter hereunder from the amounts if any, payable by the Promoter to the Allottee(s). The Allottee(s) agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/set off, and, the claims if any of the Allottee(s) in that regard shall be deemed to have been waived.
    2. Upon obtaining the Occupancy Certificate from MCGM or other competent authority and upon payment by the Allottee(s) of the requisite Instalments of the Total Consideration and all other amounts due and payable in terms of this Agreement and the Allottee(s) not being in breach of any of the terms hereof, the Promoter shall offer possession of the said Premises to the Allottee(s) in writing (hereinafter referred to as the “**Possession Notice**”). The Allottee(s) agrees to pay the maintenance charges as determined by the Promoter/FMC or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee(s) in writing within 15 (Fifteen) days of receiving the Occupancy Certificate of the said Building.
    3. The Allottee(s) shall take possession of the said Premises within (15) fifteen days of the date of the Possession Notice by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee(s). Irrespective of whether the Allottee(s) takes or fails to take possession of the said Premises within the time provided in this sub-clause, such Allottee(s)

shall continue to be liable to bear and pay his/her/its proportionate share

i.e. proportionate to the carpet area of the said Premises, of outgoings in respect of the said Premises as also the said Building including maintenance charges and all other charges with respect to the said Premises as applicable and as shall be decided by the Promoter/FMC/the Society, local taxes, betterment charges, other direct and/or indirect taxes of every nature, or such other levies by MCGM, MHADA or other competent authority or other concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Building and/or the said Property. Until the Society is formed and the Society Conveyance (defined herein below) is duly executed and registered, the Allottee(s) shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter/FMC at its sole discretion. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until conveyance/lease of the said Building/Real Estate Project is executed in favour of the Society (defined hereinafter). On such conveyance/lease being executed in respect of the said Building/Real Estate Project, the said amounts less deductions provided for in this Agreement shall be paid over by the Promoter/FMC to the Society (defined hereinafter).

* + 1. Notwithstanding the aforesaid, it shall be deemed that the Allottee(s) has taken possession of the said Premises from the expiry of the 15th day of the date of the Possession Notice and this date shall be deemed to be the ‘**Date of Possession**’ and all the obligations of the Allottee(s) relating to the said Premises shall be deemed to be effective from the date of such Deemed Possession. The Allottee(s) shall alone be responsible and liable in respect of any loss or damage that may be caused to the said Premises from the expiry of 15 days from the date of Possession Notice.

# DEFECT LIABILITY

If within a period of 5 (Five) years from the date of handing over the said Premises to the Allottee(s) as aforesaid, the Allottee(s) brings to the

notice of the Promoter any structural defect in the said Premises or any defect on account of workmanship, quality or provision of service then, wherever possible, such defects shall be rectified by the Promoter at its own costs. In case it is not possible to rectify such defects, the Allottee(s) shall be entitled to receive from the Promoter reasonable compensation for rectifying such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee(s) and/or any other allottees in the Real Estate Project/Entire Project.

# BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules and Annexures along with the payments due as stipulated in the Instalments as mentioned in **Annexure “I”** hereto , within 30 (thirty) days from the date of receipt of this Agreement by the Allottee(s) and secondly, lodges and appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when required if the same is lodged for registration by him or, if the Promoter have lodged the same for registration, as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the said Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of the receipt of the said notice by the Allottee(s), the application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount, subject to deduction of 2% of the of the Total Consideration, shall be returned to the Allottee(s) without any interest or compensation whatsoever.

# SET OFF/ADJUSTMENT

The Allottee(s) hereby grants to the Promoter the unequivocal and irrevocable consent to recover/set off/adjust the amounts payable by the

Allottee(s) to the Promoter including the Total Consideration, the Contribution/, interest and/or Liquidated Damages and/or any other charges, if any, payable by the Allottee to the Promoter in terms of this Agreement from the amounts if any, payable by the Promoter to the Allottee(s). The Allottee(s) agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/set off, and, the claims if any of the Allottee(s) in that regard, shall be deemed to have been waived.

# FORMATION OF THE SOCIETY AND OTHER SOCIETIES:

* + 1. Upon 51% of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authorities to form a co-operative housing society and/or a condominium of apartments and/or an association of allottees and/or a limited company to comprise solely of the Allottee(s) and other allottees of the units/premises in the Real Estate Project, under the provisions of the applicable laws read with the RERA and the rules and regulations made thereunder.
    2. The Allottee(s) shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society and/or a condominium of apartments and/or an association of allottees and/or a limited company (i.e. the Society) under the provisions of the applicable laws and in accordance with the provisions of the RERA and the rules and regulations made thereunder, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members.
    3. For this purpose, the Allottee(s) shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee(s) so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee(s) if any changes or modifications are made in the draft/final bye-laws of the Society, as may

be required by the Registrar of co-operative societies or any other concerned authority.

* + 1. The name of the Society shall be solely decided by the Promoter. The Allottee(s) agrees and undertakes to cause the Society to ratify and confirm that the name of the Real Estate Project/the said Building and/or the Society shall not be changed without the prior written consent of the Promoter.
    2. The Society shall admit all allottees of flats and premises in the Real Estate Project as members, in accordance with its bye-laws.
    3. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.
    4. Subject to compliance being made with the provisions of the RERA, the rules and regulations made thereunder, the bye-laws of the Society and other applicable laws, if any, and the rules made thereunder, the Society shall admit as its members all the allottee(s) purchasing the premises in the Real Estate Project as may be nominated by the Promoter including the Allottee(s) herein. For admission of allottee(s) nominated by the Promoter, the Society shall not charge any donation or premium for admitting them as the members of the Society.
    5. Post execution of the Society Conveyance/Lease Deed (defined herein below), the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee(s) shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
    6. Upon 51% of allottees of premises/units in the other real estate projects to be developed on the said Property having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society and/or a condominium of apartments and/or an association of allottees and/or a limited company (i.e. Other Societies) to comprise solely of the allottees of

units/premises in those particular real estate projects, under the provisions of the applicable law, read with the RERA and the rules and regulations made thereunder. The Promoter shall similarly undertake the necessary steps for formation of the other societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the said Larger Property shall become members, in accordance with the provisions of the applicable law and the RERA and the rules and regulations made thereunder.

* + 1. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee(s); as the case may be, and the Promoter shall not be liable toward the same.

# CONVEYANCE/ LEASE DEED:

* + 1. Within 3 months from the date of issuance of the Full Occupation Certificate and/or such other period as may be provided under the relevant applicable law, whichever is higher, the Real Estate Project with the common areas of the Real Estate Project, facilities and amenities described in the **Forth Schedule** hereunder written shall be caused to be leased/conveyed to the Society condominium or limited company vide a registered indenture of conveyance / Lease Deed (“**Society Conveyance**”) by the Promoter. The Society shall be required to join in the execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same, subject to the terms of this Agreement.
    2. At the time of execution of Lease Deed of the said Building and the land beneath the building VERONA and/or relevant part of the said Property in accordance with the provisions hereof, if any permission is required to be obtained or any compliance is to be effected as per the Land Acquisition Act and/or any Central or State legislation and/or any rules framed there-under and/or under any other order, notification or ordinance whatsoever and by whatever name called, the same shall be compiled by the Allottee/s and/or the co-operative housing society and/or a condominium of apartments and/or an association of allottees and/or a limited company formed by the Allottee/s in consultation and co-operation with the Promoter and all costs, charges and expenses, if any, that may have to be incurred in connection therewith, shall be borne and paid by the Allottee/s and/or the co-operative housing society and/or a condominium of apartments and/or an association of allottees and/or a limited company and not by the Promoter.
    3. It is further clarified and the Allottee(s) agrees that save and except the rights agreed to be conferred upon the Allottee(s) and/or the Society and Other Societies, no other right/s are contemplated or intended to be conferred upon the Allottee(s) and/or the Society and Other Societies, in respect of the Real Estate Project and/or the said Property and in this regard the Allottee(s) for himself/herself/itself and/or the Society/Other Societies, undertakes not to claim and cause the Society/Other Societies not to claim any such right/s in respect of the Real Estate Project and/or the said Property as are not contemplated or intended to be conferred upon the Allottee(s) and/or the Society/Other Societies.
    4. It is further clarified that irrespective of the transfer of the possession and title of the said Premises/Real Estate Project/Said Property/Entire Project to the Allottee(s)/Society/Other Societies and/or the Apex Body (defined hereinbelow), the rights under this Agreement reserved for the Promoter (if any) including the right to exploit the potential of the said Property shall be subsisting and shall continue to vest in the Promoter (if any) and the Allottee(s)/Society/Other Societies/Apex Body in this regard for himself/herself/themselves waives all his/her/their/its rights in

that regard and undertakes not to claim any such rights and cause the Society/Other Societies/Apex Body not to claim any such rights.

* + 1. It is further clarified that after the lease/conveyance of the title/Real Estate Project/ Said Property/Entire Project to the Society/Other Societies/Apex Body (defined herein below), the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell and/or offer to sell and/or allot to any person to purchase any premises in the Real Estate Project and/or other buildings constructed on the said Property including the said Property respectively, which are till that time not sold or allotted and shall be allowed to do so by the Society/Other Societies/Apex Body (defined herein below) without any restriction or entry of the Entire Project/the said Property and development of common areas. In such case, the Promoter shall also be permitted the entry of the premises of the Entire Project/the said Property and common areas to also discharge its obligations regarding remedying of defects as provided in Section 14 (3) of the RERA and this Agreement in this respect.

# FORMATION OF THE APEX BODY:

* + 1. Within a period of 3 (three) months of obtainment of the Occupation Certificate of the last real estate project on the said Property and the Entire Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (i.e. the Apex Body).
    2. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

# TITLE OF THE SAID PROPERTY TO THE APEX BODY:

* + 1. The overall scheme of the development of the said Property is being carried out under the provisions of Rule 33(10) of the DCR and such other provisions of the DCR as applicable and/or such other incentive scheme as may be sanctioned under the provisions of the DCR from time to time.
    2. The said Property is owned in the manner as set out in the recitals above. Accordingly, the said Property shall be transferred in favour of the Apex Body, in accordance with the applicable laws as may be prevailing from time to time, including the RERA, the MHADA Act and the rules and regulations made thereunder, and the deeds and documents as set out in the recitals above by the Promoter. The terms embodied in this Clause are one of the principal, material and fundamental terms on which the said Premises is agreed to be sold to the Allottee(s).
    3. Within a period of 3 (three) months of registration of the Apex Body:

1. The Promoter shall cause to transfer/lease/convey the said Property or the entire free sale land (i.e. the Promoter’s/Developer’s entitlement) beneath the building standing on the said Property and comprised in the Entire Project in favour of the Apex Body, in accordance with the applicable laws as may be prevailing from time to time, including the RERA and the rules and regulations made there under and the deeds and documents as set out in the Recitals above (“**the said Transfer Document**”).
2. The Apex Body shall be required to join in the execution and registration of the Transfer Document. The costs, expenses, charges, levies, fees, duties and taxes on the Transfer Document and the transaction contemplated thereby including stamp duty, registration charges and the professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving the Transfer Document and/or related document/s shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same. Post the execution of the Transfer Document, the Apex Body shall be responsible for the operation and management

and/or supervision of the said Property including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

# FACILITY MANAGEMENT COMPANY

* + 1. The Allottee(s) is aware that the Promoter may, at its discretion, in respect of the Real Estate Project and/or the Entire Project appoint a Facility Management Company (“**FMC”**) to manage the Real Estate Project/Entire Project and the facilities/amenities and/or provide any or procure provisions of services.
    2. The Promoter have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the Real Estate Project and/or the said Property and/or the Entire Project. Such decision shall be final and binding until the Transfer Document in respect of the said Property is executed in favour of the Apex Body. Thereafter, subject to the provisions of the Clause below, the Society and/or the Apex Body, as the case may be, shall be entitled to undertake the maintenance of the Real Estate Project and/or the said Property and/or the Entire Project or any part thereof in the manner it was handed over save and except normal wear and tear thereof. The Society and/or the Apex Body, as the case may be, shall create and maintain a sinking fund for the purpose of maintenance and if the Society and/or the Apex Body, as the case may be, commits default, the Promoter shall have a right to rectify the default and recover the expenses from the Society and/or the Apex Body, as the case may be. The Promoter may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the said Property and/or the Entire Project and the Allottee(s) hereby agrees and undertakes to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.
    3. The Promoter shall have the right to designate any space on the Real Estate Project and /or said Property and/or the Entire Project or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the Real Estate Project and/or the said Property and/or the

Entire Project. The Promoter shall also be entitled to designate any space on the Said Property and/or in the terrace of the Real Estate Project and/or the building/s in the Entire Project to such utility provider either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the Real Estate Project and/or the said Property and/or the Entire Project and/or in any other buildings in the Entire Project.

* + 1. Notwithstanding any other provision of this Agreement, the Promoter have the right to and shall be entitled to nominate any person as FMC to manage the operation and maintenance of the Real Estate Project and

/or the said Property and/or the Entire Project, common amenities and facilities on the said Property or any portion/s thereof during the development of the Real Estate Project and /or the Said Property. The Promoter have the authority and discretion to negotiate with such FMC and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the FMC shall be borne and paid by the residents/Allottee(s)/occupiers of the premises in the Entire Project on pro rata basis in the manner as may be determined by the FMC and/or the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the terms of this Agreement. Such charges may vary from time to time and the Allottee(s) agrees that he/she/it shall not raise any dispute regarding the appointment of any such FMC by the Promoter or towards the maintenance charges determined by such agency and/or the Promoter. It is agreed and understood by the Allottee(s) that the cost of maintenance of the Real Estate Project shall be borne and paid by the allottees of the units/premises in the Real Estate Project alone.

* + 1. The Allottee(s) agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the FMC, including without limitation, payment of the Allottee(s)’ share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project and/or the said Property and/or the Entire Project constructed thereon.
    2. The Allottee(s) is aware that the Owner/Promoter are not in the business of providing services proposed to be provided by the FMC or through the FMC. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective service providers/FMC. The Parties hereto agree that the Owners/Promoter are not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the respective service providers/FMC.

# COMMON AREAS AND AMENITIES, RESTRICTED AREAS AND AMENITIES AND CLUB

* + 1. The Promoter, subject to Development Agreement with Sankalp Siddhi Developers Pvt. Ltd. as aforesaid, shall make available the Common Areas and Amenities in the Real Estate Project and the Entire Project as mentioned in **the Third and Fifth Schedules respectively**. The terms of user of the Common Areas and Amenities are also set out in the said Schedules.
    2. The Promoter does not warrant or guarantee the use, performance or otherwise of these services. The Parties hereto agree that Promoter 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).

# CONTRIBUTION, CHARGES AND EXPENSES

* + 1. The Allottee(s) shall on or before delivery of possession of the said Premises, in addition to the Total Consideration, pay to the Promoter the amounts mentioned in **Annexure “H”**.
    2. The Allottee(s) is aware that the Contribution is provisional and is subject to revision by the Promoter, to which the Allottee(s) has no objection. The Allottee(s) agrees and undertakes to pay such revised Contribution on demand and without any demur or objection to the Promoter as the case may be.
    3. The Contribution charge has been calculated taking into account relevant costs at the time of commencement of the construction activity and would be adjusted for inflation at the time of possession.
    4. After the possession of the said Premises is handed over to the Allottee(s) and till the Real Estate Project is handed over to the Society, the Allottee(s) agrees and undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. All the deposits payable to the Municipal Corporation of Greater Mumbai, MSEB, for water connection and electricity charges, gas connection, I.O.D. deposit, layout deposit or permanent deposits and the deposits payable for the amenities to be provided such as Internet connection, telephone connection or any other amenity specified at a later date in respect of the Premises which become payable shall be paid or reimbursed to the Promoter by the Allottee.
    5. Without prejudice to the provisions of clause 21.1 to 21.4, the Allottee(s) agrees and undertakes to pay Infrastructure Charges, proportionate share towards development charges, betterment charges, repair and maintenance charges and property tax that may be levied or become payable and as determined by the Promoter in respect of the said Property and/or the said Premises, as the case may be.
    6. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings, legal charges and shall utilize the amount only for the purposes for which they have been received.
    7. In addition, the Allottee(s) shall also pay to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorneys-at-Law/Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing the

Society Conveyance, the Transfer Document and other deeds, documents and writings.

# TAXES, LEVIES AND CHARGES

* + 1. The Allottee(s) agrees that all levies and/or taxes and/or assignments and/or charges of any nature whatsoever (present or future), including but not limited to Service Tax and VAT/MVAT, GST, Stamp Duty, Registration Charges as are or may be applicable and/or payable hereunder or in respect of the said Premises or otherwise and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises shall:-

1. be solely and exclusively borne and paid by the Allottee(s), and
2. shall be exclusive of and in addition to the Total Consideration.
   * 1. It is, however, clarified that the property taxes in respect of the Premises shall be borne and paid by the Allottee(s) only after the Promoter hands over possession of the said Premises to the Allottee(s).
     2. The Allottee(s) confirms and agrees that the Allottee(s) alone shall and undertakes to bear and pay on demand all sums, taxes, levies, charges, deposits, duties, fees and premium.

# INTEREST

The Allottee(s) agrees to pay to the Promoter simple interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (In case the State Bank of India Marginal Cost of Lending Rate is not in use at the relevant time, then the Interest Rate shall be such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public plus 2% (two per cent) or such other rate as may be prescribed under the RERA from time to time) on all the amounts including the Total Consideration or any part thereof, which become due and payable by the Allottee(s) to the Promoter under the terms of this Agreement from the date of the said amount becoming due and payable by the Allottee(s) to the Promoter, till the date of realization of such payment.

# REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

* + 1. The Promoter hereby represents and warrants to the Allottee(s) as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate:

1. The Promoter have clear and requisite rights and authority 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 Entire Project including the Real Estate Project;
2. The Promoter have lawful rights and requisite approvals from the competent authorities to carry out development of the said Building and shall obtain requisite approvals from time to time to complete the development of the said Building;
3. There are no encumbrances upon the said Building except those disclosed to the Allottee(s) and/or in this Agreement;
4. There are no litigations pending before any Court of law with respect to the said Building except those disclosed to the Allottee(s) and/or uploaded on the Authority’s website as aforesaid;
5. All approvals, licenses and permits issued by the competent authorities with respect to the Building and the said Property, 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 said Building and the said Property, shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Building, the said Property and common areas;
6. The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
7. The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Property and the said Premises, which will, in any manner, affect the rights of the Allottee(s) under this Agreement;
8. The Promoter confirms that the Promoter are not restricted in any manner whatsoever from selling the said Premises to the Allottee(s) in the manner contemplated in this Agreement;
9. At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Fourth Schedule** hereunder written to the Society;
10. The Promoter have duly paid and shall, subject to Clause 22 and other applicable provisions in this Agreement, continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;
11. 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 and/or the said Building except those disclosed to the Allottee(s);

# ALLOTTEE(S) COVENANTS:

* + 1. The Allottee(s) for himself with intention to bring all persons into whosoever hands the Premises may come, doth hereby covenant with the Promoter:-

1. To maintain the said Premises at the Allottee(s)’s own cost in good tenantable repair and proper condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Building in which the said Premises is situated, or to the staircase or any passages in which the said Premises may be situated against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the concerned authorities, if required.
2. The name of the Building/Real Estate Project/Entire Project shall not be changed at any time by the Allottee(s) and/or the Society and/or Other

Societies and/or the Apex Body without the prior written consent of the Promoter.

1. The Allottee(s) shall only upon obtaining and after receipt of the Occupation Certificate, use the said Premises or any part thereof or permit the same to be used for purpose of residence and shall use the Car Parking Space only for purpose of keeping or parking the Allottee(s)’s own vehicle.
2. Not to store in the said Premises any goods which are of a hazardous, combustible or dangerous nature so as to damage the construction or structure of the Building in which the said Premises is situated or the storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the Building in which the said Premises is situated including the entrance/s of the Building in which the said Premises is situated and in case any damage is caused to the Building in which the said Premises is situated or to the said Premises on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of such breach.
3. To carry, out at his own cost, all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Owners/Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the Building in which the said Premises is situated which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
4. Not to make any changes whatsoever which would cause any change to the external façade of the said Premises/Building, including but not limited to making any change or to alter the windows and/or grills provided by the Promoter.
5. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any structural additions or alterations of any nature whatsoever in or to the said

Premises or any part thereof, nor any alteration in the elevation and outside color scheme of the Building in which the said Premises is situated and keep the portion, sewers, drains, pipes in the Premises and appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the Building in which the said Premises is situated and shall not chisel or in any other manner damage or cause damage to the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter.

1. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and/or the Building in which the said Premises is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
2. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and/or the Building in which the said Premises is situated.
3. Ensure and cause the Society to ensure that the Building is painted once every 5 years and kept in good and proper condition.
4. Not to put any wire, pipe, grill, plant outside the said Premises and not to dry any clothes and not to put any articles outside the said Premises or the windows of the said Premises.
5. Not to put any claim in respect of the restricted amenities including open car parking space, open space, stilt parking, hoarding, gardens attached to other premises or terraces and the same are retained by the Owner/Promoter as restricted amenities.
6. To pay to the Promoter, within 15 (Fifteen) days of demand by the Promoter, its share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the Building in which the said Premises is situated.
7. To bear and pay the increase in local taxes, development charges, water charges, insurance and such other taxes, fees, 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

Premises by the Allottee(s) viz. user for any purposes other than for residential or otherwise.

1. The Allottee(s) shall not without the prior written consent of the Promoter let, sub-let, transfer, assign or part with the Allottee(s)’ interest or benefit under this Agreement or part with the possession of the said Premises until the possession of the said Premises is handed over to the Allottee(s). Thereafter, the Allottee(s) may with the prior written consent of the Promoter (which consent shall not be unreasonably withheld) sell, transfer, lease, assign or dispose of the said Premises provided that the Allottee(s) is not in breach of any of the terms hereof and all amounts due and payable under this Agreement have been paid.
2. The Allottee(s) shall observe and perform all the rules and regulations or bye-laws which the Society/Apex Body has adopted/may adopt and the additions, alterations or amendment thereof that may be made from time to time for the protection and maintenance of the Building and the said Premises therein and for the observance and performance of the said Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body regarding the occupation and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
3. The Allottee(s) agrees and acknowledges that the sample premises constructed by the Promoter and all furniture’s, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the premises and the Promoter are not liable/required to provide any furniture, items, electronic goods, amenities etc. as displayed in the sample premises, other than as expressly agreed by the Promoter under this Agreement.
4. Until a Deed of Lease/Conveyance in favour of the Society is executed or the Real Estate Project is handed over to the Society on completion thereof and the Entire Project is declared by the Promoter as completed and handed over to the Apex Body, the Allottee(s) shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said Premises, Building and Buildings in the Entire Project or any part thereof including

in the Real Estate Project to view and examine the state and condition thereof.

* 1. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Property and the said Building/Real Estate Project/Entire Project or any part thereof. The Allottee(s) shall have no claim with regards to any or all the open spaces, parking spaces, lobbies, staircase, terraces, gardens attached to the other premises, recreation spaces etc., save and except in respect of the said Premises hereby agreed to be sold to him/her/them as set out herein.
  2. The Allottee(s) hereby declares that he/she/they has/have read and understood the Agreement and all the documents related to the said Property and the said Premises purchased by the Allottee(s) and has/have expressly understood the contents, terms and conditions of the aforesaid documents and all the disclosures made by the Promoter as aforesaid, and that after being fully satisfied the Allottee(s) has entered into this Agreement.
  3. All Notices to be served on the Allottee(s) as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s)s by registered post A.D. The respective addresses of the parties are as follows:-.

1. In case of Promoter

Address: SAHYOG HOMES LTD.

321, Morya Estate, New Link Road,

Opp. Infinity Mall, Andheri (W), Mumbai – 400 053.

1. In case of Allottee(s)

Address:**MR. VIKRAM MAHENDRA MEHTA**

148/13, VASANT, MAJOR PARMESHWARAN MARG, SIWS COLLEGE, WADALA (WEST), MUMBAI - 400031;

# DISPUTE RESOLUTION AND GOVERNING LAW

29.1. If any dispute(s) or difference(s) arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same amicably by mutual discussions.

29.2 In case of failure to settle such dispute amicably, such dispute(s) or difference(s) shall be referred to the Authority at Mumbai as per the provisions of the RERA and the rules and regulations made thereunder.

29.3. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India as applicable in Mumbai City. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

# SEVERABILITY

31.1. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the rules and regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the rules and regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. In such event, this Agreement shall be construed as if the unenforceable provision had not been contained therein and the Parties shall negotiate in good faith to replace such unenforceable provision so as to give effect nearest to the provision being replaced, and that preserves the Parties’ commercial interests under this Agreement.

31.2 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement or the legality,

validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

# WAIVER:

Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Allottee(s) by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee(s) nor shall the same in any manner prejudice or affect the rights of the Promoter.

# ENTIRE AGREEMENT

The Parties agree that the Agreement, Schedules, Annexure and Exhibits and Amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Promoter in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Promoter and the Allottee(s) which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the parties.

# METHOD OF CALCULATION OF PROPORTIONATE SHARE:

* 1. Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Real Estate Project/the Entire Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project/the Entire Project.

# FURTHER ASSURANCES:

* 1. 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.

# PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S)’ SUBSEQUENT ALLOTTEE/S:

* 1. 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 said Premises, the Real Estate Project and the Entire Project shall equally be applicable to and enforceable against any subsequent allottee/s of the said Premises in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

# THE FIRST SCHEDULE ABOVE REFERRED TO

## (Description of the said Larger Property)

All those pieces and parcel of land aggregately admeasuring 27,335.51 sq.meters in accordance with the Clubbed Amalgamated LOI dated 25th March 2022 comprising of land bearing CTS Nos.1/C(3) (pt), 218, 376, 376/1, 377,

379, 380, 381, 385 (pt), 396, 396/1 to 5, 397, 397/1 to 397/12, 398, 398/1, 399

(pt), 400 (pt), 405 (pt), 406, 407 (pt), 408 (pt), 410/C-1 (pt) of village Oshiwara, Taluka Andheri, District Mumbai Suburban within the registration District and Sub-District of Mumbai Suburban and situate at Raghvendra Mandir Road, off Relief Road, Opp. Raghvendra Mandir, Oshiwara, Jogeshwari (West), Mumbai-400 102 and more or less bounded as under:

On the North : Relief Road

On the West : Raghvendra Mandir Road On the East : Nalla & Gaas Compound On the South : CTS No.375, 382, 384, 385.

# THE SECOND SCHEDULE ABOVE REFERRED TO:

## (Description of the said Property)

All that land (forming part of the said Larger Property more particularly described in the **First Schedule** hereinabove written) admeasuring 2554.50 sq. meters or thereabout whereon the Sale Building to be known as

**“VERONA”** is being constructed, on Land bearing **(a)** CTS No.1C/3(pt) admeasuring 1288.32 sq.mtrs., corresponding to Survey No.41 (pt); **(b)** CTS No.410C/1(pt) admeasuring 22.84 sq.mtrs., corresponding to Survey No.41(pt); **(c)** CTS No.406(pt) admeasuring 218.73 sq.mtrs., corresponding to Survey No.22; and **(d)** CTS No.407(pt) admeasuring 1024.61 sq.mtrs., corresponding to Survey No.21, situated at Village Oshiwara, Taluka Andheri, District Mumbai Suburban within the registration District and Sub-District Mumbai Suburban and the said Property is more particularly shown on the plan thereof annexed hereto as Annexure “A” and bounded as under:

On the North : Sale Building No. 1

On the West : Raghavendra Mandir Road On the East : Sale Building No. 2

On the South : Rehab Building No. 2

# THE THIRD SCHEDULE ABOVE REFERRED TO:

## (Description of the Said Premises)

Premises in the Free Sale Area being **Flat No. 3102** admeasuring **75.48 square meters** on the **31ST** floor (as per approved plans) in building “**S-3**” of the Building known as “**VERONA**” to be constructed on the said Property described in the Second Schedule hereinabove in the Real Estate Project.

Enclosed dry balcony area attached to the Said Premises admeasuring about

3.18 Sq. Mts. (as per approved plans).

# THE FOURTH SCHEDULE ABOVE REFERRED TO

*(*Common Areas & Facilities)

1. Common Areas and facilities of the said Premises in relation to VERONA shall mean and include the land on which VERONA is constructed, foundations, columns, beams, supports, main walls, roofs, slabs, corridors, lobbies, staircases and landings, entrances, open spaces and the common service lines such as electricity, water, drainage and all other parts of the building necessary or convenient to its existence, maintenance and safety or normally in common use (unless included in the restricted common areas and facilities)

The following facilities which will be located throughout the building:

* 1. Plumbing
  2. Electric wiring
  3. Water tanks, with pumping rooms and other pumping arrangement
  4. Public water connections
  5. All elevators
  6. Lift lobbies, lift shafts and lift machine room & staircases

1. Society’s office
2. Club levels with amenities and facilities premises like fitness centre, swimming pool, etc.
3. All water supply infrastructures, including but not limited to water meters, vertical risers, pumps, pipes and drains till the floor of the said flat
4. Requisite refuge areas provided
5. Fire fighting system in common areas, tested and commissioned
6. Drainage, storm water drains, rain water harvesting system, sewerage treatment plant, security cabins
7. Diesel Generator sets and room

## Limited / Restricted Common Areas & Facilities

1. Whole of the podium/s and stilt areas, open compound area and other open to sky areas in the said Building not being part of any flat in accordance with the approved building plans
2. Persons to whom the Developer specifically reserves right to park vehicle/car at specified car parking slots in open compound and under stilt and/or in podium / stacker / mechanized tower parking/ puzzle parking shall only have exclusively right use the same for such purpose.
3. Similarly the persons to whom the Developer specifically reserves terraces including pocket terraces, portions of open compound, if any shall have exclusively right to use the same.

# THE FIFTH SCHEDULE ABOVE REFERRED TO

*(Specifications and amenities in the said Premises)*

# FLOORING & WALLS

* 1. Plaster and/ or gypsum on all walls.
  2. 1mts x 1mts Vitrified tile with skirting in all rooms.

# KITCHEN

* 1. Black granite kitchen platform.
  2. 2 ft. high. Glazed/ceramic tiles dado above kitchen platform
  3. M.S. railing at dry balcony.
  4. S.S. sink with hot/cold kitchen mixer.

# BATHROOMS

* 1. Toilet with wall hung water closet (W.C.).
  2. Anti-skid tiles with vitrified tiles / glazed. on 7ft. dado
  3. Towel rods, soap dish, paper holder, robe hook etc.
  4. C.P. fitting and fixtures of the likes or Grohe, Germany or equivalent.
  5. Concealed piping with hot/cold mixer.
  6. Nahni trap on water outlets with S.S. jali cover.
  7. Mirror above wash basin.
  8. Water proofing in all bathrooms.
  9. Above ceiling flush tank concealed with acrylic sheet Ceiling in aluminum framing.

# DOOR & WINDOW

* 1. Laminate finish main door / internal door with local make Ironmongery.
  2. Cylindrical lock for main door.
  3. Marble sill to window.
  4. Aluminum Sliding window with railing inside in all rooms & openable window in toilet.

# ELECTRICAL

* 1. Concealed electrifications with adequate points including provision for Refrigerator, television, air-conditioner, oven, grinder, computer, dishwasher etc.
  2. Boiler in wash room, with additional connection to kitchen.
  3. Exhaust fan in bathrooms
  4. Prefixed cable and telephone points, switches etc.

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

**SIGNED** and **DELIVERED** by the )

Within named **“PROMOTER”** )

# SAHYOG HOMES LIMITED )

Through its authorized representative )

## Mr. Yogesh Jadhav, Director )

Authorised vide Board Resolution )

dated **2nd May, 2023** )

in the presence of ………………… ) 1.

2.

**SIGNED** and **DELIVERED** by the )

Within named “**ALLOTTEE(S)**” )

# MR. VIKRAM MAHENDRA MEHTA )

in the presence of : )

1.

2.

# RECEIPT

RECEIVED with thanks from **MR. VIKRAM MAHENDRA MEHTA** the sum of **Rs. 0/- (Rupees only)** being the amount to be paid by the Allottee(s) on execution of these Presents to the Promoter (the payment and receipt whereof the promoter hereby admit and acknowledge. Details as mentioned in the table below:-

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr.**  **No.** | **Amount in Rupees** | **Cheque.**  **No.** | **Date** | **Name of Bank** | **Branch** |
| 1 | 0/- |  | 0 | 0 | 0 |
| 2 |  |  |  |  |  |
| **Total** |  |  | | | |

WE SAY RECEIVED,

## For SAHYOG HOMES LIMITED.

Authorised Representative

Witness 1.

2.

# ANNEXURE ‘H’

1. Commencing a week after notice in writing is given by the Promoters to the Allottee/s that the premises is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e in proportion to the floor area of the Flat)of the outgoings in respect of the said Property and Building namely local taxes, betterment charges or such other 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 proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Flat Allottee/s share is so determined, the Allottee/s shall pay to the Promoters provisional monthly contributions per month towards the said outgoings as communicated at the time of possession. The amount paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance or lease is executed in favour of the Society or a limited company as aforesaid. Subject to the provisions of Section 6 of the said Act, on such conveyance or lease being executed, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. Unless, the Allottee/s has/have deposited with the Promoter a sum by way of provisional deposit, for the initial period from the date of the said premises being ready for possession, towards the aforesaid outgoings, the Promoter shall not be bound to handover possession of the said premises to the Allottee/s. It is clearly understood that the aforesaid initial deposit does not include the dues for the electricity, water and other utility bills etc. for the Allottee/s premises. The Allottee/s shall be liable to pay electricity, water and other utility bills separately as per individual meters separately fixed. It is understood that the Developers shall themselves look after the maintenance of the said property and building/s thereof initially for six months from the date of completion of the building/s and apply the said deposit towards expenses on this account. If it is found by the Promoter that the said deposit is not adequate, or it is likely to be finished very soon, the Promoter shall have right to demand the payment of additional deposit from the Allottee/s and the Allottee/s hereby agrees to meet such requisition immediately without

protest. However, as soon as possible the Promoter shall form an ad hoc committee of the Allottee/s to which the account of expenses so incurred in this Agreement shall be handed over, together with surplus, if any. The said Ad hoc committee thereafter shall be responsible for looking after the said Property and operate the bank account till the formation of registered co-operative society / Association of Apartment owners or the limited company, as the case may be. Thereafter, it is for the selected body of Managing Committee of the society or the Association of Apartments or the limited company to decide about the quantum of monthly contribution towards maintenance charges etc. payable.

1. The Allottee/s hereby agree/s to and shall pay to the Promoter the following amounts at the time of execution of these presents. Such amount is over and above the purchase price: -

|  |  |  |
| --- | --- | --- |
| **Sr.**  **No.** | **Amount** | **Particulars** |
| 1 | **Rs.25,000/-** | Towards expenses for the present Agreement/Legal charges |
| 2 | **Rs.25,000/-** | Towards expenses for formation of the Condominium of Apartments/the Society/the Limited Company/Entity |
| 3 | **Rs.850/-** | Towards contribution of share money and entrance fee; |
| 4 | **Rs.50,000/-** | Towards expenses for installation of electric meter/water mater and electric connection/water connection charges / MCGM charges and any other charges |
| 5 | **Rs.2,01,600/-** | As interest free security deposit towards 24 (twenty-four) months provisional maintenance charges of the said premises. |
| 6 | **Rs.24,000/-** | Towards MCGM development charges |
| 7 | **Rs.96,000/-** | Towards corpus fund. |
| 8 | **Rs.2,25,000/-** | Towards club membership charges; |
| 9 | **Rs.10,000/-** | Towards Mahanagar Gas Connection |
| 10 | **Rs.2,40,000/-** | Towards Infrastructure charges payable on or before registration of this Agreement. |

# ANNEXURE ‘I’

Premises in the Free Sale Area being **Flat No. ,** of carpet area admeasuring **75.48 square meters** on the **ST floor** (as per approved plans) in building “**S-3**” of the Building known as “**VERONA**” for the total consideration of **Rs. 3,75,00,000/- (Rupees Three Crore Seventy Five Lakh Only)**. The Allottee(s) has / have paid to the Promoter a sum of **Rs. 0/- (Rupees only)**, being the part payment towards the sale consideration and the Allottee shall pay to the Promoter the balance amount of sale consideration **Rs. 0/- (Rupees Only)** in an escrow account bearing No. 102805000923, ICICI Bank Limited, Andheri (W) Branch, Mumbai- 400 053, in the following manner:-

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **TOTAL CONSIDERATION** | | | | |  |
| **Rs. 3,75,00,000/-** | | **(Rupees Three Crore Seventy five Lakh Only)** | | |  |
| **Sr.**  **No.** | **PAYMENT STAGES** | | **PERCENT** | **AMOUNT (INR)** | |
| 1 | Earnest Money on Booking | | 5% | Rs. 18,75,000/- | |
| 2 | On execution of Agreement for Sale | | 90% | Rs. 3,37,50,000/- | |
| 3 | On Possession | | 5% | Rs. 18,75,000/- | |
|  | **Total** | | **100%** | **Rs. 3,75,00,000/-** | |

The Allottee/s hereby agree and accept the aforesaid payment schedule and do hereby agree to make payments as stated in the Schedule.

|  |  |
| --- | --- |
| **ALLOTTEE/S** | **PROMOTERS** |
| **MR. VIKRAM MAHENDRA MEHTA** | For **SAHYOG HOMES LIMITED**  Authorised Representative |