

9. It is hereby expressly agreed that, the Promoters shall be entitled to sell the premises in the said building/s for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, for commercial use, consulting rooms, banks, commercial halls or any non-residential use as may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the Allottee/s shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly and similarly, the other Allottee/s and/or Society shall not object to the use of the other premises in the said building for the aforesaid purposes by the respective Allottee/s thereof.

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10. The fixtures, fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in Annexure "F", annexed hereto.

11. The Promoter shall give possession of the Apartment to the Allottee/s on or before 30th day of June'2019. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

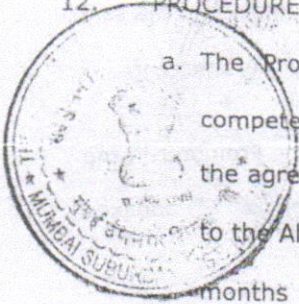
- i. war, civil commotion or act of God;
- ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- iii. Non-availability of steel, cement, other building materials, water, electric supply, etc.

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If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in as specified in the Rule , on all the amounts paid by the Allottee, for delay till the handing over of the possession.

12. PROCEDURE FOR TAKING POSSESSION:



- a. The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s the said society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.
- b. The Allottee shall take possession of the Apartment within 15 days from date of receipt by Allottee of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
- c. Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause herein, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the Allottee. In case the Allottee fails to take possession within the time provided in clause
- d. Such Allottee shall continue to be liable to pay maintenance charges as applicable.

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c. If within a period of five years from the date of obtaining the Occupation Certificate, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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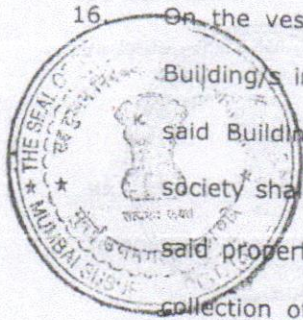
13. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
14. The Promoters shall be entitled to sell the Apartment and/or any other premises/spaces in the said Building/s for any use, subject to the permission of the concerned authority, if any required and the Allottee/s, subject to above, hereby gives/give his/her/their consent to any use thereof by the Promoters. It is hereby expressly agreed that the Promoters shall be entitled to sell the Apartment and/or any other premises/spaces in the said Building/s for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes or for any type of commercial user, consulting rooms, banks, community halls, stalls, banquet halls, restaurants or any non-residential use as may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the Allottee/s shall be entitled to use the said Shop/Apartment to be purchased by him/her/them accordingly and similarly the Allottee/s shall not object to the use of the other Apartment and/or any other premises/spaces in the said Building/s for the aforesaid purposes, by the respective Allottee/s thereof. The Allottee/s shall not change the user of the said Apartment without the prior written permission of the Promoters and the concerned local authorities.



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15. करल	The Allottee along with other Allottee/(s) of Apartments in the building
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society.



16. On the vesting of the management and the administration of the said Building/s in the Society or upon the Allottee/s of the Apartment in the said Building/s, being admitted as members of the Society, the said society shall take over complete responsibility for the management of the said property and the said Building/s and shall be solely responsible for collection of dues from its members and for the disbursement of such collections in relation to the said Building/s, including payment for ground rent, if any, Municipal/Nagar Parishad Taxes, Water charges, salaries of the employees charged with the duties for the maintenance of the said property and the said Building/s.

17. The Allottee/s of the said premises shall, so long as and till the various premises in the said building are not separately assessed by the Corporation for property taxes and water charges, rates and other outgoings, pay and continue to pay the proportionate share of such taxes, rates, and other outgoing assessed on the said property including the said building on ad-hoc basis as may be decided by the Promoters. The Allottee/s shall continue to pay such amounts as decided and intimated by the Promoters without demur and without/in any manner disputing the same and shall not demand any accounts in respect thereof. PROVIDED HOWEVER that, if any, special taxes and/or rates are demanded by the Corporation or any other statutory authorities by reason of any permitted use, the Allottee/s alone shall bear and pay such special taxes and rates. As from the date of offer for delivery of the possession of the said premises, the Allottee/s shall observe, perform and abide all the rules and regulations of the Corporation and/or other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damage in respect thereof

18. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (in proportion to the carpet area of the Apartment) of outgoings in respect of the project

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land and Building/s 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 management and maintenance of the project land and building/s.

19. the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined.

20. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as may be decided by the promoter as on date of Possession date. (hereinafter referred to as Maintenance Charges) The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter till the complete redevelopment and handing over possession of the said building/s and property back to the society. On such transfer the aforesaid deposits (less deduction provided for in this Agreement and expended for maintenance of the society) shall be paid over by the Promoter to the Society.

21. The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoter the amounts towards:-

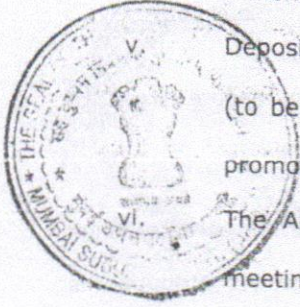
- i. Share money, application entrance fee of the Society or Limited Company/Federation/ Apex body (to be intimated by the promoter to the Allottee 1 month prior to promoter offer Possession);
- ii. Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.(to be intimated by the promoter to the Allottee 1 month prior to promoter offer Possession);

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Reimbursable cost which is paid by the Promoter on behalf of Allottee. (to be intimated by the promoter to the Allottee 1 month prior to promoter offer Possession);

IV. Deposit towards Water, Electric, and other utility and services connection charges (to be intimated by the promoter to the Allottee 1 month prior to promoter offer Possession) and



V. Deposits of electrical receiving and Sub Station provided in Layout (to be intimated by the promoter to the Allottee 1 month prior to promoter offer Possession);

VI. The Allottee shall pay to the Promoter a sum of Rs.15,000/-for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates.

22. The Promoters are authorized by the Allottee/s on his/her/their behalf and out of the amounts so deposited, to spend for all costs for preparation of all other documents, deeds, declarations, costs of lawyers for transfer of the said Building/s and /or portion thereof, to the said Co-operative Society and such costs and costs of transfer are to be borne and paid wholly by the Allottee/s proportionately, but exclusive of all out of pocket expenses like stamp duty, registration charges, etc. of such documents which also will be borne and paid wholly by the Allottee/s and other acquires of Apartment. In case if the costs, charges and expenses exceed the aforesaid amount, the same would also be made good by the Allottee/s.

23. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

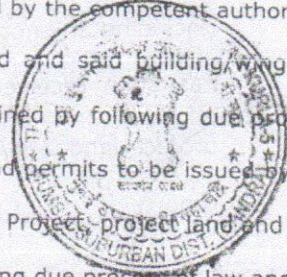
- I. The Promoter has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- II. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and

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shall obtain requisite approvals from time to time to complete the development of the project;

- III. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- IV. There are no litigations pending before any Court of law with respect to the project land or Project
- V. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- VI. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- VII. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- VIII. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- IX. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project

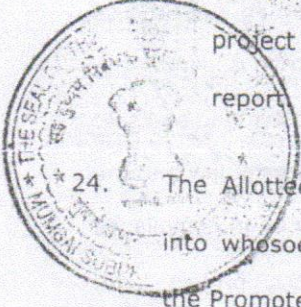
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2019	X. No notice from the Government or any other local body or authority or

competent Authorities subject to terms and conditions
(including any notice for acquisition or requisition of the said property)
has been received or served upon the Promoter in respect of the
project land and/or the Project except those disclosed in the title
report



24. The Allottee/s or himself/themselves with intention to bring all persons
into whosoever hands the Apartment may come, hereby covenants with
the Promoter as follows:-

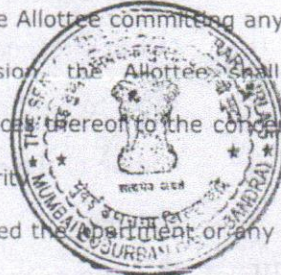
- I. To maintain the Apartment at the Allottee/s own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- II. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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III. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the

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rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.



IV. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

V. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

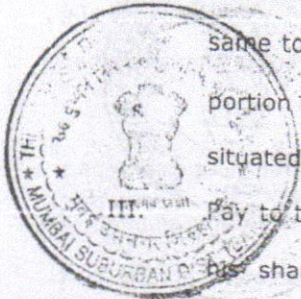
I. The Allottee has prior to the execution of this Agreement, satisfied himself/herself/themselves about the Title of the Society / MHADA/ Promoters to the said property, and redevelopment of the said Allottee/s more particularly described in the First Schedule hereunder written, and has/have accepted the Certificate of Title issued by M/s

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Lakshmi Murali & Associates , dated 28/07/2015 , which is annexed herewith and which has been perused by the Allottee/s and has/have agreed not to raise any further requisitions or any objections in relation thereto hereafter

- II. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- III. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- IV. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- V. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- VI. The Allottee shall observe and perform all the rules and regulations of the said Society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually




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with the Promoters towards the said Apartment and to that extent,
so as to clear the mortgage debt.

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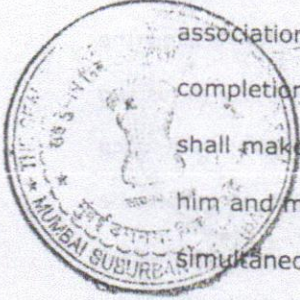
2. The Allottee agrees with promoters that he shall not sell or dispose of the said Apartment till the date of Possession without written consent of the Promoter whereas Promoter agrees to give consent within 10 (ten working days) from the receipt of such request.
3. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee which shall be payable within forty-five days with annual interest at the rate specified in the Rules, from the date such deficit exist. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
4. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
5. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of



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the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

6. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause iv herein above. ("Payment Plan").



7. The Promoter hereby declares that the FSI as on date in respect of the said property is 10607.29 Sq. mtr. Only and Promoter plans to utilize F.S.I of 10607.29 Sq. mtrs. Further the Allottee/s of the Apartment/premises shall be entitled only to F.S.I. consumed in construction of the said Apartment purchased by him/her/them in the said Building/s. The F.S.I. of any nature whatsoever available at present or in future and further and/or additional construction, shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose of, sell, transfer, etc. the same, in any manner the Promoters choose and deem fit. The document vesting the title of the said property, building/s, etc. and transfer of rights and benefits of the Promoters, as hereinafter mentioned, shall be subject inter alia to the aforesaid reservation;

8. It is hereby expressly agreed that with respect to the water supply to the said building/s, the responsibility of the Promoters shall be restricted only to the extent of providing the water connections to the building/s as per the norms set by the Municipal Corporation of Greater Mumbai or concerned authorities. Thereafter, if there is any shortage in water supply for any reason, whatsoever the Promoters shall not be responsible for the same.

towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

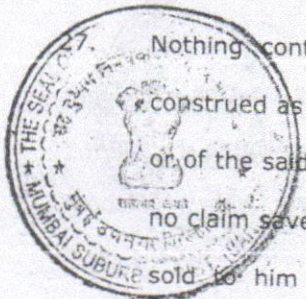
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- VII. Till full possession of the structure of the building in which Apartment is situated is handed over to the said society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- VIII. Till full possession of the structure of the building in which Apartment is situated is handed over to the said society, the Allottee 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 project land or any part thereof to view and examine the state and condition thereof.
25. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
26. It is hereby expressly agreed that the responsibility of the Promoters shall be restricted to the extent of providing pipeline, overhead water tank, underground water tank and the water connections to the Building/sand/or Wing/s as per the norms set by the Municipal Corporation/ or the relevant authority. Thereafter, if there is any shortage in water supply for any reason whatsoever, the Promoters shall not be responsible for the same. Similarly, the Promoters shall get the necessary electric meter installed and obtain the electric connection in respect of the said Apartment. However, if there is insufficient support of the electric power by the electric power company the Promoters shall not be held responsible for the same and complained of deficiency of the service. The Allottee/s are fully aware that the said property and the said layout and other area in the vicinity as per prevailing condition and ground reality do face problem of shortage

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of water supply and also electric supply and load shedding. The Promoters at no point of time will be called upon to make any minimum supply of water and power and the same would be available as made and provided by the authorities.



Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society as hereinbefore mentioned.

28. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment].

29. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar 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 and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default,

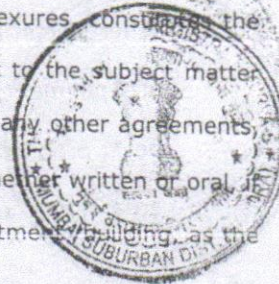
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which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled, and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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30. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, any, between the Parties in regard to the said apartment, as the case may be.



31. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

33. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining

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