

*Allotment of a unit in the Project known as “SUNTECK BEACH RESIDENCES 2” Residential cum Retail Complex (hereinafter referred to as the “Project”) on plot more particularly described in Schedule I hereunder written situated at Dhovali, Vasai, Palghar (hereinafter referred to as the “Plot”).*

Dated: \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/Madam,

**Re: Allotment of Unit No. \_\_\_\_\_ on \_\_\_\_\_ floor admeasuring approximately \_\_\_\_\_ square mtr. Carpet area as per Real Estate (Regulation and Development) Act, 2016, (“RERA”) (hereinafter referred to as the “said Unit”) in Building \_\_\_\_\_ in the project known as “Sunteck Beach Residences 2” (“the said Project”) together with ( ) Car Parking Space/s in the stilt/stack of the Building/s on the Plot**

We refer to your Booking Application dated \_\_\_\_\_ (“said Application”) and are pleased to inform you that we have allotted you the said Unit subject to the following terms and conditions:

- (i) All terms & conditions as set out in your said Application, including payment schedule and Annexures, if any, annexed to it shall be deemed to have been reproduced hereunder and binding on you.
- (ii) The Sale Consideration payable for the said Unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as set out in the said Application and as per the Schedule of Payment Plan and Other charges, as annexed hereto.
- (iii) We acknowledge the receipt of the Earnest Money. The balance amount of the Sale Consideration shall be paid by you in accordance with the payment schedule as annexed hereto, time being of the essence of this transaction.
- (iv) Note that this allotment of the said Unit is subject to you executing/signing and delivering to us the duplicate copy of duly signed Allotment Letter within 15 days of the date hereof. If we do not receive the duly signed Allotment Letter from you within the timelines mentioned herein, then it shall be deemed that you have accepted the allotment of the said Unit on the terms and conditions as specified in this Allotment Letter.

- (v) Note that this allotment is further subject to you paying the requisite stamp duty and registration charges and registering the Agreement for Sale within [15] (Fifteen) days from the date of intimation thereof, failing which, this allotment shall be deemed to have been abandoned and pursuant to such abandonment of this Allotment, we at our sole discretion reserve our right to cancel this Allotment Letter. On cancellation of this Allotment Letter either on account of default on your part to register the agreement or default in payments or withdrawal of booking by you or for any reasons whatsoever, we shall be entitled to forfeit and/or recover the following amounts (i) 10% of the sale consideration along with brokerage at actual and taxes paid or (ii) total amount paid, which is lower and (iii) costs and expenses incurred in respect of all such losses and damages suffered due to your promise to comply with the sale of the said Unit, towards ascertained liquidated damage and inconvenience compensation. The balance consideration, if any, shall be refunded only after a new purchaser has been identified for the said Unit. However, you shall not have any right to any profits arising from the sale of the said Unit to the new purchaser.
- (vi) Kindly note that the Agreement for Sale to be executed by and between us will contain detailed terms and conditions of the sale of the said Unit in your favor. A draft of Agreement for Sale has been uploaded on RERA website (<https://maharera.mahaonline.gov.in>) under Registration No. [\_\_\_\_\_] dated \_\_\_\_\_ for your reference.
- (vii) Upon execution of the Agreement for Sale, all prior writings shall stand cancelled and the Agreement for Sale shall supersede.
- (viii) All the notices / communication to be served upon the Applicant(s) as contemplated under these presents shall be deemed to have been duly served, if the same is sent by Courier / Registered A.D. / Speed Post / hand to us at your address as aforementioned.
- (ix) No sale, transfer, sub-lease, assignment, is permitted unless full consideration is paid to us and received by us, further **PROVIDED HOWEVER** the transfer or assignment of rights in favour of any other intending transferee, shall be subject to the payment of charges by you, at the rates as may be decided by us in our sole discretion.
- (x) In the case of any dispute or differences or claims arising out of, or in connection with, or relating to this Allotment Letter, or in the interpretation of any provisions of this Allotment Letter, or the breach, termination or invalidity hereof and the respective rights and obligations of the parties (“Dispute”), the Parties shall attempt to resolve such Dispute or claim through mutual discussions and amicable settlement.

- (xi) This Allotment letter shall be considered to be valid, binding and accepted by us, only after it is signed by you. In the absence of submission and acceptance of signed copy of this Letter, the Allotment shall not be considered as binding upon us and until then we hold no liability for any payments or any part thereof made by you towards the said Unit.
- (xii) You shall confirm hereunder, that you have fully read and understood the above mentioned terms and conditions and agree to abide by the same, and that the terms and conditions given above are of indicative nature with a view to acquaint you with the terms and conditions as shall be comprehensively set out in the Agreement for Sale, which shall supersede the terms and conditions set out in this Letter.

**This Allotment Letter is non-transferable and shall should not be construed as letter of Authority to the allottee for the Sale/Transfer of the said Unit to any Third Party.**

Yours faithfully,

**For Sunteck Real Estates Private Limited**

**I/We confirm having read and understood the terms and conditions mentioned aforesaid**

**Authorised Signatory**

i) \_\_\_\_\_  
**First Applicant**

Date\_\_\_\_\_

ii) \_\_\_\_\_  
**Second Applicant**

Place\_\_\_\_\_

iii) \_\_\_\_\_  
**Third Applicant**

## RECEIPT

With reference to the Allotment Letter we acknowledge having received from you a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) vide Cheque/DD/Pay order/RTGS bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank \_\_\_\_\_ Branch as Earnest Money towards allotment of a Unit in the “**Sunteck Beach Residences 2**”, proposed for development by us.

We have to place on record and as discussed, you have been made aware of all terms and conditions regarding the sale and you being fully aware of the same, you have applied for Allotment of a Unit in our Project “**Sunteck Beach Residences 2**” which is strictly as per the terms and conditions of the Allotment Letter.

For **Sunteck Real Estates Private Limited,**

**Authorized Signatory**

## **SCHEDULE**

### **(Description of the said Premises)**

Unit No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square mtrs carpet area as per RERA and \_\_\_\_\_ square mtrs. other useable area, aggregating to a total area of \_\_\_\_\_square mtrs. on \_\_\_\_ floor in Building \_\_\_\_\_ in the Project 'Sunteck Beach Residences 2 ' together with exclusive right to use open areas attached to the said unit, proportionate share in the common areas, amenities & facilities of the said Project, and the right to use \_\_\_\_ car parking spaces in the [ stilt/stack] levels of the said Project, being constructed on plot of land admeasuring \_\_\_\_\_ sq. mtrs. out of total land admeasuring \_\_\_\_\_ sq. mtrs. or thereabouts, bearing New Survey Nos. S. No. 110 (Part), at Village Dhovli, Taluka Vasai and District Palghar (erstwhile District Thane), within the Registration District of Thane-Bassein and within the jurisdiction of the Sub-registrar of Assurances at Vasai.

<b>SCHEDULE OF PAYMENT PLAN</b>		
<b>SR.NO.</b>	<b>PAYMENT STAGE</b>	<b>PERCENTAGE (%)</b>
<b>1.</b>	On Booking	
<b>2.</b>	Within 21 days from the date of booking (after adjusting booking amount)	5.0
<b>3.</b>	On Commencement of Excavation	10.0
<b>4.</b>	On Commencement of Footing	10.0
<b>5.</b>	On Completion of Plinth	10.0
<b>6.</b>	On Completion of 1 <sup>st</sup> slabs	4.0
<b>7.</b>	On Completion of 4 <sup>th</sup> slab	4.0
<b>8.</b>	On Completion of 7 <sup>th</sup> slabs	4.0
<b>9.</b>	On Completion of 10 <sup>th</sup> slabs	4.0
<b>10.</b>	On Completion of 13 <sup>th</sup> slabs	4.0
<b>11.</b>	On Completion of 16 <sup>th</sup> slabs	5.0
<b>12.</b>	On Completion of 19 <sup>th</sup> slabs	5.0
<b>13.</b>	On Completion of all slabs	5.0
<b>14.</b>	On Completion of external plaster of the said Building	2.5
<b>15.</b>	On Completion of Brick/Block Work of the said unit	2.5
<b>16.</b>	On Completion of internal plaster of the said unit	2.5
<b>17.</b>	On Completion of internal walls conduit and electrical work of the said unit	2.5
<b>18.</b>	On Completion of internal plumbing work of the said unit	2.5
<b>19.</b>	On Completion of waterproofing	2.5
<b>20.</b>	On Completion of tiling and flooring of the said unit	2.5
<b>21.</b>	On Completion of doors and windows of the said unit	2.5
<b>22.</b>	On Completion of external painting of the building in which the said unit is located	2.5
<b>23.</b>	On Completion of the lifts and electrical fittings of the said building	2.5
<b>24.</b>	On Possession	5.0
	<b>Total</b>	<b>100%</b>

Signature of First Applicant      Signature of Second Applicant      Signature of Third Applicant

<b>GOVT. TAXES AND CHARGES</b>		
<b>SR.NO.</b>	<b>PARTICULARS</b>	<b>AMOUNT (In Rs.)</b>
1	Stamp Duty 6%	
2	Registration charges	
<b>Total</b>		

<b>OTHER CHARGES – BEFORE POSSESSION</b>	
<b>PARTICULARS</b>	<b>AMOUNT (In Rs.)</b>
Club house charges	
Society formation and Legal charges	
<b>Total</b>	

**Note:**

1. In addition to the Sale Consideration, On possession charges will attract GST and/or any other tax applicable at the time of possession.
2. Advance maintenance charges for 9-12 months as estimated and deposits payable alongwith share application money shall be payable at the time of possession.
3. Scanning charges and any other miscellaneous expenses at the time of registration shall be paid by the customer.
4. Carpet area of Apartment may vary by +/-3%.
5. Amounts mentioned under On-possession charges are indicative and may vary at the time of possession.
6. Cheques to be drawn in favor of Sunteck Real Estates Private Limited for Principal amount. Any changes will be notified to the customer.
7. Cheques to be drawn in favor of Sunteck Real Estates Pvt. Ltd. for GST & Other charges. Any changes will be notified to the customer.
8. 'E & O E' (Errors & Omissions Excepted)
9. Goods and Service Tax (GST) or any other tax as applicable shall be payable by the Purchaser, on actuals, on other charges payable on possession in addition to the Sale Consideration.
10. On possession charges and applicable taxes are payable over and above the Grand Total (C)
11. Any statutory charges applicable on possession
12. Other T&C's as existing for indemnity & cancellation etc.

Signature of First Applicant      Signature of Second Applicant      Signature of Third Applicant



### AGREEMENT FOR SALE

This AGREEMENT FOR SALE (“**Agreement**”) is made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,

BY AND BETWEEN

**SUNTECK REAL ESTATES PRIVATE LIMITED**, (PAN – \_\_\_\_\_), a company incorporated under the provisions of Companies Act, 1956, having its registered office at 5<sup>th</sup> floor, Sunteck Center, 37-40, Subhash Road, Vile Parle (East), Mumbai – 400 057, represented by its authorized signatory \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) and \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the “**Promoter/ Developer Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors and business nominees and permitted assigns) of the **ONE PART**;

AND

(i) **HEMANT RAMESH MHATRE**, an Indian Inhabitant residing at Radha Krushna Bungalow, Gavthan Mhatrewadi, Virar (West), Taluka Vasai, District Palghar 401303; (ii) **KISHOR DATTATRAY NAIK**, an Indian Inhabitant residing at Namrata Bungalow, Patil aali, Bolinj, Virar (West), Taluka Vasai, District Palghar 401303; (iii) **PANKAJ BHASKAR THAKUR**, an Indian Inhabitant residing at Thakur Niwas, Chhatrapati Shivaji Marg, Virar (West), Taluka Vasai, District Palghar 401303; (iv) **BEENA DEEPAK SHAH**, an Indian Inhabitant residing at Deep Darpan Bungalow, Bhandarwada, Agashi, Virar (West), Taluka Vasai, District Palghar 401301; (v) **RUPALI HEMANT MHATRE**, an Indian Inhabitant residing at Radha Krushna Bungalow, Gavthan Mhatrewadi, Virar (West), Taluka Vasai, District Palghar 401303; (vi) **PRATIBHA KISHOR NAIK**, an Indian Inhabitant residing at Namrata Bungalow,

Draft without Prejudice

Patil aali, Bolinj, Virar (West), Taluka Vasai, District Palghar 401303; **(vii) PRANITA PANKAJ THAKUR**, an Indian Inhabitant residing at Thakur Niwas, Chhatrapati Shivaji Marg, Virar (West), Taluka Vasai, District Palghar 401303, hereinafter collectively be referred to as the “**Landowner Promoters**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

AND

Mr./ Ms. \_\_\_\_\_  
residing at \_\_\_\_\_, hereinafter referred as “**Unit Holder**”,  
(which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and assigns) of the **OTHER PART**; (applicable in case where purchase is by an Individual)

OR

Mr./Ms. \_\_\_\_\_ and  
Mr./Ms \_\_\_\_\_  
Mr./Ms. \_\_\_\_\_  
all residing at \_\_\_\_\_ hereinafter collectively referred as  
“**Unit Holder/s**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the **OTHER PART**; (applicable in case of Joint Purchasers)

OR

Mr. \_\_\_\_\_, residing  
at \_\_\_\_\_,  
in his capacity as Karta of \_\_\_\_\_ Hindu Undivided Family (HUF) hereinafter referred as “**Unit Holder**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Karta and all coparceners, constituting the HUF from time to time, their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**; (applicable in case where purchase is on behalf of HUF)

OR

Draft without Prejudice

M/s. \_\_\_\_\_, a registered partnership firm, constituted under the Indian Partnership Act, 1932 and having its principal office of business at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred as “**Unit Holder**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners of the firm for the time being, their survivor or survivors and the heirs, executors, administrators of the last surviving partner), acting through Mr./Ms. \_\_\_\_\_, its partner duly authorised under the resolution dated \_\_\_\_\_ passed by the partners of the firm) of the **OTHER PART**; (applicable in case where purchase is in the name of a Partnership Firm)

OR

\_\_\_\_\_ Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred as “**Unit Holder**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor or successors in business and permitted assigns) of the **OTHER PART**; (applicable in case where purchase is by public/private limited company)

OR

M/s. \_\_\_\_\_ a proprietary concern carrying on its business through its proprietor Mr./Ms. \_\_\_\_\_ and having his office at, \_\_\_\_\_

\_\_\_\_\_ hereinafter referred as “**Unit Holder**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and assigns) of the **OTHER PART**; (applicable in case where purchase is by a sole proprietary concern)

OR

\_\_\_\_\_, a public charitable trust registered with the office of the Charity Commissioner under provisions of the Bombay Public Trusts Act 1950, having office at \_\_\_\_\_

\_\_\_\_\_, acting through its trustee/s Mr./Ms. \_\_\_\_\_, hereinafter referred as “**Unit Holder**” (which expression shall, unless repugnant to the context or meaning thereof, be

deemed to mean and include all trustees constituting the trust and the heirs, executors and administrators of the last surviving trustee) of the **OTHER PART**; (applicable in case where purchase is by a public charitable trust)

OR

\_\_\_\_\_, a private trust/ settlement having office at \_\_\_\_\_, acting through its trustee/s Mr./Ms. \_\_\_\_\_, hereinafter referred as “**Unit Holder**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all trustees constituting the trust and the heirs, executors and administrators of the last surviving trustee) of the **OTHER PART**; (applicable in case where purchase is by a private trust)

OR

\_\_\_\_\_ LLP, a limited liability partnership formed and registered under provisions of the Limited Liability Partnership Act, 2008 and having its registered office at \_\_\_\_\_ hereinafter referred as “**Unit Holder**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners constituting the partnership from time to time and its successor or successors in business and permitted assigns) of the **OTHER PART**; (applicable in case where purchase is by LLP)

The Promoter and the Unit Holder/s are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

**WHEREAS:**

A. The Landowner Promoters were seized and possessed of and well and sufficiently entitled to all that pieces and parcels of lands admeasuring in aggregate 1,57,220 square meters situate at Village Dhovli, Taluka Vasai and District Palghar (“Larger Layout”) and bearing the following Survey Numbers:

Sr. No.	Survey Numbers and Hissa Numbers	Area (in square meters)	Owner
1.	110A	24,200	Hemant Ramesh Mhatre and Kishor Dattatray Naik

Sr. No.	Survey Numbers and Hissa Numbers	Area (in square meters)	Owner
2.	110B	12,140	Kishor Dattatray Naik
3.	111	25,390	Pankaj Bhaskar Thakur
4.	112/2	19,260	Beena Deepak Shah
5.	113	27,670	Rupali Hemant Mhatre and Beena Deepak Shah
6.	114/A	19,195	Beena Deepak Shah and Pratibha Kishor Naik
7.	114/B	11,835	Pranita Pankaj Thakur
8.	115/A	14,890	Kishor Dattatray Naik
9.	115/2	2,640	Beena Deepak Shah

The Property is more particularly described in the **First Schedule** hereunder written.

- B. By and under a Development Agreement dated July 21, 2020 (“**said DA**”), registered with the office of the Sub-registrar of Assurances under Serial No. 5713 of 2020, the Landowner Promoters granted to the Developer Promoter and the Developer Promoter accepted from the Landowner Promoters, full, complete and exclusive rights and entitlements, in respect of the development of the Property by constructing thereon one or more buildings comprising of residential and / or commercial user and enabling commercial exploitation of the development potential of the Property in accordance with the Applicable Laws on the terms and conditions more particularly set out therein.
- C. By and under a Mortgage Deed dated July 21, 2020, registered with the Sub-Registrar of Assurances under Serial No. 5715 of 2020, read with the (i) Amended and Restated Indenture of Mortgage dated October 21, 2020, registered with the Sub-Registrar of Assurances under Serial No. 9785 of 2020, and (ii) Deed of Rectification dated October 23, 2020, registered with the Sub-Registrar of Assurances under Serial No. 9961 of 2020, the Landowner Promoters have created a mortgage in respect of the Property in favour of Starteck Finance Limited on the terms and conditions contained therein.
- D. The Developer Promoter proposes to develop the Property by constructing thereon one or more buildings/ villas/ bungalows/ row houses etc. comprising of residential and / or commercial user along with the common areas and facilities, in one or

more phases, by utilizing the development potential of the Property, on the terms and conditions more particularly set out in the Agreement (“**Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”).

E. The Promoter proposes to construct/ develop residential, commercial, retail (mixed use) buildings/ tower/ cluster/s with parking space as per plans approved and as may be amended from time to time as shall be required subject to approval of VVCMC and other concerned authorities, if any. The Project “**Sunteck Beach Residences**” forms a part of the layout Plan approved by VVCMC vide its letter bearing No. \_\_\_\_\_ dated \_\_\_\_\_ comprising of all those pieces and parcels of land at Village Dhovli, Taluka Vasai and District Palghar as particularly described in the **First Schedule** hereunder written (hereinafter referred to as “**the said Larger Layout**”);

F. The Promoter has expressly informed the Unit Holder/s that as per the plans sanctioned /approved by the Vasai Virar City Municipal Corporation (“**VVCMC**”), the Promoter is entitled to develop the said Larger Layout in a phase-wise manner and has presently undertaken development on a portion of the said Larger Layout comprising of all those pieces and parcels of land admeasuring \_\_\_\_\_ sq. mtrs. or thereabouts out of total Larger Layout land admeasuring 1,57,220 sq. mtrs. or thereabouts bearing Survey No. \_\_\_\_\_ at Village Dhovli, Taluka Vasai and District Palghar, more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as “**the said Property/Project Land**”) and as delineated on the Block Plan annexed hereto and marked **Annexure “A”** shown surrounded by black color boundary lines.

G. The Landowner Promoters have obtained from the competent authorities the layout approval bearing no. \_\_\_\_\_ dated \_\_\_\_\_ for the Property (“**Layout Approval**”).

Further the Landowner Promoters have obtained from the competent authorities the commencement certificate/s in respect of the Project, bearing no. \_\_\_\_\_ dated \_\_\_\_\_ (“hereinafter referred as **Commencement Certificate**”). A copy of the Commencement Certificate bearing is annexed and marked as **Annexure “B”**, to this Agreement.

H. The development of “**Sunteck Beach Residences**” will be carried out in phase and the Promoter has presently undertaken the development of “**Sunteck – Beach**

**Residences \_\_\_\_**” on the said Property (hereinafter referred to as “**the said Project**”) and has been registered as a ‘real estate project’ with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA**”) and the Regulations. The Authority has duly issued Certificate of Registration No. [\_\_\_\_\_] dated [\_\_\_\_\_] for “**Sunteck – Beach Residences \_\_\_\_**”, and copy of the RERA Certificate is annexed and marked as **Annexure “C”** hereto. The development of the future proposed development by the Promoter, will be registered as ‘real estate project/s’ with the Authority, under the provisions of Section 3, 4 and 5 of the RERA read with the provisions of the RERA Rules and the Regulations;

- I. Messrs DSK Legal, Advocates & Solicitors, have conducted their due diligence and have issued their Memo on Title dated 18<sup>th</sup> April 2022, in respect of the Larger Layout . A copy of the Memo on Title is annexed hereto and marked as **Annexure “E”**.
- J. The Developer Promoter has appointed \_\_\_\_\_ as their Designing Architects & Liaisoning Architects, \_\_\_\_\_ as the Structural Engineer consultants for preparation of the structural design and drawings of the Project. All concerned documents in respect of the same have been inspected by the Purchaser.
- K. The Promoter proposes to develop the Project Land in phased manner as stipulated in the said DA which would be called as “**Sunteck Beach Residences**”. As a part of the aforesaid development, the Promoters have divided the development of the Project Land into multiple phases/ clusters/ projects which shall be developed;
- L. The Owners have obtained the necessary permission for change of use of the said Property from “agricultural” to “non-agricultural use;
- M. The Unit Holder/s consent and acknowledge that in addition to the plans sanctioned /approved by the VVCMC, the Promoter may propose to construct in the future utility buildings, EWS Housing, Shops, Social amenities, Recreational buildings, Institutional building and commercial buildings along with retail and residential buildings in the layout on the said Layout/Project Land, subject to the approvals from the VVCMC and the concerned authorities required, if any;
- N. The Promoter is entitled to make variations, alterations, amendments or deletions in the plans approved by the concerned authority, however, the Promoter shall

obtain the prior consent of the flat/premise purchasers if such variations, alterations, amendments or deletion in the approved plan will adversely affect the Unit of the Unit Holder/s. The Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Property/said layout/ Project Land, relocate/ realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities, without adversely affecting the actual area of the said amenities and facilities as the Promoter may deem fit in its sole discretion or if the same is required by the concerned authority. The Promoter reserves the right in its absolute discretion to amend, alter and modify the said Layout Plan from time to time as per their requirements and include also one or more buildings having one or more wings and/or remove from the said layout one or more buildings and also change the location of any of the buildings to be constructed in the proposed development on the Project Land, which may be ultimately approved and/or amended/varied and sanctioned by VVCMC and other bodies/authorities concerned. The consideration and the other charges as mentioned in “**Annexure G**” to be paid by the Unit Holder/s has been calculated inter alia on the basis that the Unit Holder/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Unit Holder/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under “**Annexure G**” shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter;

- O. For the purpose of the development, the said Layout envisage construction of underground tanks, fire-fighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, access roads and recreation grounds, which will be in common for all the buildings to be constructed on the said Layout;
- P. The Promoter has expressly informed the Unit Holder/s that, the Promoter is entitled to construct \_\_\_\_ (\_\_\_\_) Buildings / Villas / Bungalows / Row-Houses etc. comprising of \_\_\_\_\_ habitable floors (hereinafter referred to as “said Building”) on the said Property, comprising of residential, commercial, retail (mixed use) buildings/ tower/ as delineated on the Block Plan annexed hereto and marked Annexure “A” shown surrounded by black color boundary lines). However, in the event due to planning/approval constrains, the Promoter is unable to construct any structure, the Promoter may increase the height of any of the other buildings, to utilise the balance FSI subject to approval by the Local Authority. The Unit Holder/s hereby grants its informed consent for the same. The Promoter also proposes future development on the land as shown earmarked on the Block Plan;



- Q. The Purchaser demanded from the Promoters and the Promoters have given to the Purchaser inspection of all the documents of title regarding the Property, plans and designs, specifications, approvals and such other documents with respect to the Project as are specified under RERA, including but not limited to the following:
- i. specifications, fixtures, fittings, facilities and amenities of the Unit, defined hereunder **Fourth Schedule** hereto
  - ii. the Common Areas and Facilities in the Project that may be usable by the Purchaser along with other purchasers in the Project and are listed hereunder **Fourth Schedule** hereto
- R. The Purchaser has prior to the execution of this Agreement visited and inspected the site of construction of the Project and has at his/her/their/its own, cost, charge and expense carried out due diligence in respect of the title of the Promoters to the Property and after satisfying himself / herself / themselves / itself about the title of the Promoters thereto and having accepted the same, the Purchaser has entered into this Agreement with the Promoters and the Purchaser hereby agrees not to further investigate the title of the Promoters and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Promoters to the Property at any time in future.
- S. The Purchaser is aware that the marketing collaterals provided by the Promoters to the Purchaser in respect of the Project contained materials / pictorial depictions in the nature of artists' impressions and the same would differ on actual basis. The Purchaser undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.
- T. The Promoters have procured certain approvals to the plans, specifications, elevations, sections from the concerned government authorities for development of the Project, as has been disclosed under RERA on the government portal / website, presently being "<https://maharera.mahaonline.gov.in/>" or such other website, as the government may prescribe from time to time (hereinafter referred to as the "**Government Portal**") and shall obtain the balance approvals from various authorities from time to time so as to carry out construction and obtain the occupancy certificate in respect of the Project.
- U. The Developer Promoter shall commence construction of the Project in accordance with the sanctioned plans.
- V. The Promoters have informed the Purchaser that, the Developer Promoter has the sole and exclusive right to sell the flats and/or shops in the Project and to enter into

separate agreements with other purchasers for the sale / allotment of flats and/or shops forming part of the Project and to receive the sale consideration in respect thereof.

- W. The Promoter has agreed to sell independent residential/ commercial/ retail units in the Project “Sunteck Beach Residences” to intending buyers on ‘ownership basis’ and shall be providing internal amenities, the details whereof are set out in the Fourth Schedule hereunder written;
- X. Upon satisfaction with regard to the title of the said Property and after perusal of various permissions, sanctions, consents and approvals etc., the Unit Holder/s has/have agreed to purchase and the Promoter has agreed to sell to the Unit Holder/s, residential/commercial/retail Unit No. \_\_\_\_ admeasuring \_\_\_\_ square mtrs. Carpet area as per RERA and \_\_\_\_ square mtrs. Of other useable areas aggregating to \_\_\_\_ square mtrs. of total useable area on the \_\_\_\_ floor, in the Building \_\_\_\_ (“**the said Building**”) in the project “**Sunteck Beach Residences \_\_\_\_**” (“**the said Project**”) (hereinafter referred to as the “**said Unit**” delineated on the Floor Plan thereof and thereon shown surrounded by Black colour boundary line and marked **Annexure “D”**) at or for lump sum consideration of Rs. \_\_\_\_/- (\_\_\_\_ **Only**) (hereinafter referred to as “**Sale Consideration**”) payable in a manner as hereinafter appearing;
- Y. In addition to the said Unit agreed to be sold to the Unit Holders/s, the Promoter has also agreed to permit the Unit Holder/s to use ----- (-----) car parking spaces in the stilt levels/ open/ podium/ multi-level car parking/ stack/ puzzle parking of the said Property situated in larger layout / Building / Project (hereinafter referred to as the “**Car Parks**”) and the right to use and enjoy proportionate share in common areas and facilities of the said Property;

(The said Unit together with the proportionate share in common areas and facilities with the right to use the Car Parks are hereinafter collectively referred to as the “**said Premises**” and more particularly described in the **THIRD SCHEDULE** hereunder written).

- Z. For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of an unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation - For the purpose of this clause, 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 the said unit, meant for the exclusive use of the Unit Holder; and "exclusive open

terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Unit Holder and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Unit, meant for the exclusive use of the Unit Holder. The expression "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or walls made from bricks or blocks or precast materials or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall. All walls which are constructed or provided on the external face of an apartment shall be regarded as "external wall" and all walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall";

- AA. Prior to the execution of these presents the Unit Holder/s has / have paid to the Promoter a sum of Rs \_\_\_\_\_ /- ( \_\_\_\_\_ **Only**) being part payment of the Sale Consideration of the said unit agreed to be sold by the Promoter to the Unit Holder/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Unit Holder /s has / have agreed to pay to the Promoter balance of the Sale Consideration in the manner hereinafter appearing in Annexure "G" annexed hereto and other charges as mentioned in Clause 10;
- BB. The Unit Holder/s further agree/s and confirm/s, that the Promoter shall be entitled to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the receivables of the said Unit, if any, accruing or likely to accrue therefrom, excluding the said Unit;
- CC. The Unit Holder/s has prior to the execution of this Agreement visited and inspected the site of construction of the Project and has at his/her/their/its own, cost, charge and expense carried out due diligence in respect of the title of the Promoters to the Property and after satisfying himself / herself / themselves / itself about the title of the Promoters thereto and having accepted the same, the Unit Holder/s has entered into this Agreement with the Promoters and the Purchaser hereby agrees not to further investigate the title of the Promoters and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Promoters to the Property at any time in future.
- DD. The Unit Holder/s is aware that the marketing collaterals provided by the Promoters to the Purchaser in respect of the Project contained materials / pictorial depictions in the nature of artists' impressions and the same would differ on actual basis. The Unit Holder/s undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.

- EE. The Promoters have procured certain approvals to the plans, specifications, elevations, sections from the concerned government authorities for development of the Project, as has been disclosed under RERA on the government portal / website, presently being "<https://maharera.mahaonline.gov.in/>" or such other website, as the government may prescribe from time to time (hereinafter referred to as the "**Government Portal**") and shall obtain the balance approvals from various authorities from time to time so as to carry out construction and obtain the occupancy certificate in respect of the Project.
- FF. The Developer Promoter shall commence construction of the Project in accordance with the sanctioned plans.
- GG. The Unit Holder/s is aware that presently the permission received for construction of the Project Building is up to \_\_\_\_\_ floors. However the Promoters reserve the rights to carry out further construction up to \_\_\_\_\_ floors by availing the benefit of additional FSI/loading of TDR etc.
- HH. The Promoter reserves the rights for vertical extension of all the buildings under construction on the Layout as per the plans/ permissions received by the Promoter for the construction thereof from time to time during the development of the Layout.
- II. The Unit Holder/s is aware that the Promoter Developer has provisioned to develop Common Facilities Centre ("CFC") on the project Layout. The Promoter Developer shall have exclusive rights on the CFC and the grant of membership of the CFC shall be the absolute discretion of the Developer Promoter against the payment of the membership fees thereof. The Developer Promoter has clarified it to the Unit Holder/s that the membership to the CFC is not limited to the Unit holders of the Project layout and it can be granted to any person outside project layout/ the general public in the locality etc by the Developer Promoter against the payment of the membership fees thereof. The Unit Holder/s agree to not raise any issue/dispute thereof in future.
- JJ. The Unit Holder/s is aware that presently the Promoter has undertaken the development of the project on the Non-CRZ Land as per the approved plans and permissions granted by the development authority/ies. However the Promoter proposes to take necessary CRZ permissions for undertaking the development on adjoining CRZ land and the Promoter shall be entitled to amend the development plans accordingly. The Unit Holder/s has no objection to the same and agrees not to raise any objection in this regard in future.

- KK. The Unit Holder/s is aware that Promoter has planned to construct Villas/ Row-houses on the Layout as per the sanctioned plan and also in the process of seeking necessary permission and sanctions for the additional development of additional Villas/ Row-houses. Such constructed Villas and Row-houses shall form part of the development of the Project Layout. The Unit Holder/s is further aware that Promoter may form a separate association/ body for the administration and management of Such constructed Villas and Row-houses and accordingly shall conveyance of the land to such association/ body. The Unit Holder/s shall have no objection to the same.
- LL. The Unit Holder/s is aware that the present access to the Project Land/Layout may be changed by the Promoter and the final permanent access to the Project Land/layout shall be determined and provided by the Promoter in due course of the development. The Unit Holder/s is further aware that the internal access to the entire Layout, including the Project Land, all the building constructed on the layout, CFC, Villas/ Row-houses, common amenities etc shall be common and the The Unit Holder/s shall not raise issues in this regard in future.
- MM. The Promoters have informed the Unit Holder/s that, the Developer Promoter has the sole and exclusive right to sell the flats and/or shops in the Project and to enter into separate agreements with other purchasers for the sale / allotment of flats and/or shops forming part of the Project and to receive the sale consideration in respect thereof.
- NN. This Agreement has been entered into between the Promoter and the Unit Holder/s under the provisions of the Acts and the Unit Holder has perused and confirms the following prescribed Annexures as annexed hereto, which are respectively marked as shown below: –
- (a) Block Plan for the said Project is annexed hereto and marked Annexure “A”;
  - (b) Commencement Certificate/s issued by VVCMC is annexed hereto and marked Annexure “B”;
  - (c) Copy of the RERA Certificate annexed hereto and marked Annexure “C”;
  - (d) Floor Plan for the said Unit is annexed hereto and marked Annexure “D”;
  - (e) Certificate of Title is annexed hereto and marked Annexure “E”;
  - (f) 7/12 Extract in respect of the said Property is annexed hereto and marked Annexure “F”;
  - (g) Schedule for the payment of the Purchase Price of the said Unit and other charges by the Unit Holder is annexed hereto and marked Annexure “G”;
- OO. The rights of the Unit Holder/s under this Agreement, unless otherwise specified, are restricted to the Premises hereby agreed to be purchased by the Purchaser from the Promoters as stipulated herein.

- PP. Under Section 13 of RERA, the Promoters are required to execute a written agreement for sale of the Flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the Registration Act, 1908, at the cost, charge and expense of the Purchaser alone.
- QQ. Relying upon the same as stated hereinabove, the Promoters hereby agree to sell the Premises to the Unit Holder/s and the Purchaser hereby agrees and undertakes to purchase the Premises as set out herein..

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and this Agreement for sale shall be read, understood and construed accordingly.
2. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that the Promoter is constructing the said Project on the said Property delineated in the Layout Plan and identified as “**Sunteck Beach Residences \_\_\_\_**” using the FSI available to the Promoter present and future and/or such other additional FSI that may be available to the Promoter as is granted/permitted by the concerned authorities from time to time, it being clearly agreed and understood by the Unit Holder/s, that any benefit available by way of increase in FSI, or global FSI on the Project Land or otherwise, shall only be for the use and utilization of the Promoter, and the Unit Holder/s shall have no right and/or claim in respect thereof, whether during construction or after construction having been completed. The construction shall be carried out in accordance with the rules and regulations as may be applicable and in accordance with the said Layout, plans, designs and specifications sanctioned by VVCMC and/or other concerned authorities and which has been inspected by the Unit Holder/s.
  - (a) The Promoter shall be entitled to make variations, alterations and modifications to the Layout Plan, designs and specifications from time to time and construct such additional floors and/or buildings / Villas / Bungalows / Row Houses etc as per such revised plans, as approved by VVCMC and/or other concerned authorities. The Promoter shall be entitled to develop the retail/commercial/residential structure in the said Layout/Project land. The Promoter/Owners may in its/their sole discretion sub-divide the said Property/said Larger Layout/Project Land, and/or amalgamate the same, with any contiguous, adjoining or adjacent lands and properties as may be desired and may acquire further parcels of land adjacent to the Project Land from any person or persons

(including the Government of Maharashtra) and include such plots of land in the layout plan of the Property and include the same as a part of the proposed development by amending the layout from time to time and utilize the FSI/development potential available from such additional parcels of land for the construction/development of the several buildings / Villas / Bungalows / Row Houses etc proposed on the Project Land as a part of the development programme. Further, the Promoter shall have the right to effect such alterations to the buildings/ Villas / Bungalows / Row Houses etc in the said Layout Plan, if and when found necessary, which alterations may involve all or any of the following changes, namely, change in the number of the units to be constructed or dimensions or height, elevation or contractors of the building/ Villas / Bungalows / Row Houses etc or such other changes or variations due to any condition that may be imposed by planning authorities, as it may be necessary without intimating the Unit Holder/s in respect thereof. The Unit Holder/s hereby, expressly and unconditionally consent/s to all of the above changes/amendments / variations that may be effected by the Promoter in the course of the development of the /Project Land including the said Building, said Project, said Property and the said Larger Layout, such consent of the Unit Holder/s shall be deemed to be his/her/their/its consent, contemplated by Section 7(1) (ii) of MOFA and Section 14 of the RERA. The Promoter shall not be required to seek any further consent of the Unit Holder/s for the same. To implement any or all of the above changes, the Unit Holder/s undertake(s) to execute supplementary agreement(s) or such other writings, if necessary, as may be required by the Promoter. The Unit Holder/s agree and undertake/s not to raise any objections in this behalf at any time whatsoever, provided that the Promoter agrees to obtain separate consent of the Unit Holder/s in respect of such variation, alteration or modification, if it adversely affect the said Unit.

(b) The Unit Holder/s /Purchaser and/or the Organization and/or the Apex Body shall not have any objection to the aforesaid and the Unit Holder/s does hereby grant consent to the Developer Promoter to carry out the necessary acts, deeds, matters and things. Without prejudice to the generality of the foregoing, the Promoter has informed the Purchaser and the Purchaser hereby agrees and confirms that there are existing reservations for \_\_\_\_\_ on the Property, and in the event the said reservations (or any part thereof) is removed, then the Promoters shall be entitled to exploit and utilize the entire development potential (by whatever name called) that may become available on account thereof, by constructing additional premises on the Property (“**Further Proposed Plans**”)

3. The Promoter in \_\_\_\_\_- phase shall construct/develop \_\_\_\_\_ building/\_\_\_\_\_/\_\_\_\_\_-/\_\_\_\_\_ on the said Property and the same shall be known as “**Sunteck Beach Residences \_\_\_\_**” for

- residential/commercial/retail use in accordance with the plans, designs, and specifications approved and/ or to be approved and/ or amended by the concerned local authorities from time to time and which have been seen and approved by the Unit Holder/s. In \_\_\_\_\_ phase of the development the common open parking provided may be for use and benefit of all the unit holders in the said Project and other phase to be developed on the said Layout.
4. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that in addition to units to be constructed in the said Building, the Promoter will be entitled, if required by law or in terms of this Agreement, to construct further structures ancillary to the Building such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company, recreational facilities, utilities and/or any types of services required etc. on any portion of the said Property. In addition to the said ancillary structures, the service lines common to the said Building and other buildings/structures being constructed on the said Property/ said Layout shall pass through portion of the said property upon which the Building is being constructed and other amenities and facilities which are common for the use of the said Building and other buildings being constructed on the said Property may be provided on the portion of the said Property over which the said Building is being constructed and for which the Promoter will not be required to take any further consent of the Unit Holder/s under this Agreement. The Unit holder/s shall always co-operate with all the other Unit holders as regards use and enjoyment of the said facilities, utilities, amenities etc. at all times.
5. (a) The Unit Holder/s hereby agree/s to purchase and the Promoter hereby agrees to sell to the Unit Holder/s the Unit No. \_\_\_\_ admeasuring \_\_\_\_\_ square mtrs. carpet area as per the RERA and \_\_\_\_\_ square mtrs. other useable areas thus aggregating to \_\_\_\_\_ square mtrs. of total useable area on \_\_\_\_ floor in Building \_\_\_\_\_ in the said Project (hereinafter referred to as the “said Unit”) delineated on the Floor Plan (see Annexure “D”), at or for the lump sum consideration of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ **Only**), which shall be payable by the Unit Holder/s to the Promoter in the manner provided in **Annexure “G”** annexed hereto and which is exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority, plus Rs. \_\_\_\_\_/- ( \_\_\_\_\_ **-----** **-----**) whereby the Unit Holder/s agree/s to purchase and the Promoter agrees to allot/sell \_\_\_\_\_ ( \_\_\_\_\_ **-----**) covered car parking spaces in the stilt levels/ open/ podium/ multi-level car parking/ stack/ puzzle parking situated in larger layout / Building / Project together with the right to use open car parking spaces and proportionate shares in the common areas, amenities and facilities of the said



Property on what is known as “ownership basis” under the provisions of the Acts made hereunder. The total aggregate consideration amount for the said unit including covered parking spaces is thus Rs. \_\_\_\_\_/- (                     **Only**) (hereinafter referred to as “**Sale Consideration**”), The Unit Holder/s hereby agree/s and consent/s that the Sale Consideration may be increased in case the actual carpet area made available to the Unit Holder/s is increased. The payment schedule provided in Annexure “G” annexed hereto, has been mutually agreed. The car park location will be earmarked and allotment shall be done at the time of possession of the said Unit.

(b) The Unit Holder/s shall have no right of any nature in respect of any other car park space, than the car park space that would be allotted, to the Unit Holder/s, at the time of or after possession of the said Unit. Open parking space provided by the Promoter which would be meant for use and benefit of all the Unit Holder/s of all Building/s to be constructed on the said Layout, as per the availability.

(c) The Unit Holder/s is/are aware that the parking provisions shall be accommodated in stilt/ open spaces/ podium/ multi-level /stack parking/puzzle parking situated in larger layout. The MLCP /stack parking/puzzle parking shall be operated and maintained by The Developer Promoter & The Developer Promoter shall have exclusive rights over selling of parking spaces in such MLCP /stack parking/puzzle parking systems. The Developer Promoter shall recover maintenance and operational cost/charges from the allottees of said parking systems.

(d) The Unit Holder/s is /are aware that the Promoter shall develop the open space (Recreational Grounds) for the common use of all the flat purchasers/ Unit holders of the buildings to be constructed on the said Property as well as for the buildings being constructed on the said Layout. The Unit Holder/s is/are further aware that all the pathways/ walkways through RG area as shown in the layout plan shall be used for the enjoyment and benefit of all the flat purchaser/s /Unit holders of all the buildings including the buildings to be constructed on the said Layout.

(e) The common amenities and facilities to be provided by the Promoter shall be for the use and benefit of the Unit Holder/s in the said project “**Sunteck – Beach Residences** \_\_\_\_” as well as for the Unit holder in the other Phase which are part of the future development on the said Layout are as specified in the **FIFTH SCHEDULE** hereunder written. The Unit Holder/s is/are satisfied about the said common amenities and facilities agreed to be provided by the Promoter and has no objection in respect thereof hereafter.

6. It is clarified that Sale consideration (other than GST or any other taxes etc.) to be paid by the Unit Holder, by whatsoever name called shall be deposited in a separate account as may be intimated by the Promoter.
7. For this purpose, the Promoter may raise appropriate demand notices for payment upon the Unit Holder, specifying the amount out of each installment of the consideration to be paid into the account mentioned in Clause 5(a) above. The Unit Holder shall pay the same within 15 days of the date of such a demand notice. Further, the Promoter is not obliged to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates. Delay in payment shall be considered as default and the Promoter shall levy interest thereon as may be applicable laws and take other steps as shall be necessary.
8. In case of any financing arrangement entered by the Unit Holder with any financial institution/Banks etc. with respect to purchase of the said unit, the Unit Holder undertakes and shall ensure that such financial institution/bank does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft favouring the Promoter or as may be intimated by the Promoter.
9. The Unit Holder/s agree/s and confirm/s that the certificate of the Promoter shall be conclusive proof that the plinth or the casting of the respective slabs or other respective stages for payment of installments stated herein below are completed as mentioned in the letter of intimation from the Promoter to the Unit Holder/s, and the Unit Holder/s shall make payments of the respective installments within 15 (fifteen) days from date of receipt of letter of intimation from the Promoter, time being of the essence to such agreement. The Unit Holder/s shall not be entitled to raise any objections with regard to the completion of the plinth or the respective slabs or completion of respective stages or the certificate of the Promoter. The Unit Holder/s shall make the payment within a period of 15 days, and in case of failure to do so, the Unit Holder /s agrees and undertakes to pay to the Promoter interest as may be levied by the Promoter per annum compounded on monthly basis or such other rate as may be prescribed under the applicable laws, on all the amounts outstanding under the terms of this Agreement. Provided that, payment of interest shall not save the termination of this agreement by the Promoter on account of any default/ breach committed by the Unit Holder /s in payment of any outstanding amount and/or on account of any default/breach committed by the Unit Holder /s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter will be first appropriated towards default amount interest payable to the Promoter.

**10.** The Unit Holder/s shall, before taking actual possession of the said Premises but within 15 (fifteen) days of intimation being received from the Promoter, in addition to the Sale Consideration, pay to the Promoter, the following amounts –

- (i) Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) towards payment of Society formation and legal charges (to be determined later);
- (ii) Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) to be paid to the concerned authorities/private companies towards Mahanagar gas connection charges etc. (to be determined later);
- (iii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards deposits to be paid to the concerned authorities/private companies towards water meter, electricity meter, or any other service connection in relation to the said Project (to be determined later);
- (iv) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) Advance Maintenance Charges for \_\_\_\_ months (to be determined later);
- (v) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards share application money (to be determined later);
- (vi) **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) towards club-house charges (to be determined later)

**11.** Any GST or other taxes whatsoever which are levied or become leviable under the provisions of the applicable law in respect of the Sale Consideration , mentioned in Annexure G, amounts/deposits mentioned in Annexure G and Clause 10 or any other amounts/charges payable to the Promoter by the Unit Holder/s in terms of this Agreement, shall be borne and paid by the Unit Holder/s within 15 (fifteen) days of intimation from the Promoter including increase, if any and the Unit Holder/s shall indemnify and keep indemnified the Promoter from and against the same.

**12.** The deposits/amounts towards the respective heads as mentioned in Clause (10) above are as per the present estimate, and subject to modification by the Promoter at its sole discretion. Such deposits/amounts shall not carry any interest. The unutilized amounts as mentioned in Clause (10) (iv) above will be transferred to the Association of Unit Holders to be promoted/ registered by the Promoter. The Unit Holder/s agree/s to pay any deficit /increase due to rise in costs etc., in respect of

the amounts/deposits mentioned in Clause 10 (iii) & (iv) above to the Promoter, within 15 (fifteen) days of demand made in respect thereof. Save and except for amounts mentioned in Clause (10 (iv) above, the Promoter shall not be liable to render any account of amounts so received from the Unit Holder/s and/or the Association of Unit Holders to be promoted/ registered.

**13.** The total consideration mentioned in Annexure G and the deposits/ charges stated herein in Clause 10 hereto are as per the current estimated cost for construction of the said Unit and subject to change. The total consideration as mentioned in **Annexure G** and the deposit/ charges herein in Clause (10) to be paid by the Unit Holder/s has been calculated inter alia based on all the authorities, permissions sought and on the basis that the Unit Holder/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Unit Holder/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under “**Annexure G**” shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.

**14.** The Unit Holder/s shall be liable to bear and pay the proportionate share of outgoings and maintenance charges in respect of the said Unit and the said Property, over which the said Project is being constructed, including but not limited to local taxes, property taxes, rates, duties, assessments, premiums, impositions, betterment charges or other levies imposed by VVCMC and/or concerned authorities, and also all outgoings with respect to water charges, insurance, common electricity bills, sinking fund, repair and maintenance of common staircase, lifts, sanitation, firefighting equipments, close circuit TV, salaries , bill collectors, watch and ward, security, sweepers and other personnel and all other expenses necessary and incidental to the management and maintenance of the said Property and also the common services, internal roads, lights and other conveniences and utilities including all increases, if any due to inflations or increase in costs and expenses, as will be available in common for the buildings to be constructed on the said Layout, within 15 (fifteen) days of intimation from the Promoter that the said Premises are ready for possession, but prior to taking actual possession thereof. The decision of the Promoter with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Unit Holder/s, shall be final and binding on the Unit Holder/s who shall not, under any circumstances, raise any objection with regard to the same.

**15.** The Unit Holder/s further agree/s that till the proportionate share of outgoings required to be paid as stated hereinabove by the Unit Holder/s is determined, the

Unit Holder/s shall continue to pay to the Promoter/ Association of Unit Holders provisional monthly contribution as may be determined by the Promoter towards the said outgoings at the time of the possession of the Unit or soon thereafter. The amounts so paid by the Unit Holder/s to the Promoter shall not carry any interest and shall remain deposited with the Promoter till the formation of the Association of Unit Holders.

16. The Unit Holder/s agree/s that if due to any notifications, ordinances, enactments, or amendments in the existing laws, any additional taxes, levies, GST etc, or any other amounts pertaining or relating to the sale of the said Unit is levied and/or payable, the same shall be paid by the Unit Holder/s on demand made by the Promoter within 15 (fifteen) days, and the Unit Holder/s shall indemnify and keep indemnified the Promoter and Owners from and against the same. The payment of all such taxes, levies or government charges shall be paid by the Unit Holder/s separately.
17. Without prejudice to other rights of the Promoter hereunder or in law otherwise, the Unit Holder/s agree/s to pay to the Promoter, interest at the rate of interest as may be levied by the Promoter per annum compounded on monthly basis or such other rate as may be prescribed under the applicable laws on all the amounts which become due and payable by the Unit Holder/s to the Promoter under the terms of this Agreement, from the dates of the said amounts becoming due and payable by the Unit Holder/s to the Promoter till full realization thereof. However, such delay in payment shall not exceed beyond a period of **60 (sixty)** days from the due dates thereof.
18. (a) If the Unit Holder/s fail/s to pay any installment of the Consideration as stated in Annexure G or amounts/deposits under Clause (10) above or any other amounts/charges payable to the Promoter in terms of this Agreement within a period of 60 (sixty) days from the date on which such amounts became due/payable, the Promoter, without prejudice to its other rights and remedies, shall be entitled to terminate this Agreement forthwith by addressing a written notice to the Unit Holder/s. The Promoter will be entitled upon such termination of this Agreement to sell and/or dispose of the said Premises (or any part thereof) in favour of any third party or person as the Promoter may deem fit at such price and on such terms as the Promoter may deem fit and the Unit Holder/s agree and confirm that he/she/it/they will have no right to question or object to or obstruct or interfere with such sale/disposal of the said Premises (or any part thereof) or the price for which the said Premises (or part thereof) are sold.  
  
(b) On termination of this Agreement by the Promoter in accordance with Clause 18 ( a) above, the Promoter shall be entitled to forfeit 10% (ten percent) of the Sale

consideration (hereinafter referred to as “**forfeiture amount**”) together with the amount of interest payable by the Unit Holder/s as may be levied by the Promoter in terms of this Agreement from the dates of default in payment of dues as herein set out till the date of such termination and the balance amount (if any) shall be refunded to the Unit Holder/s without any interest, compensation, or claim for any damage or costs, charges, taxes and expenses whatsoever. However, it is clarified that such refund shall be made by the Promoter to the Unit Holder/s only after the Promoter is able to transfer the said Premises to any other third party or person(s). Further, in the event of the consideration agreed to be received on such resale of the said Premises (whether the said Premises are sold as a whole or in parts) is less than the Sale consideration, the Promoter shall have the right to recover the differential amount from the Unit Holder/s, or adjust the same against the amounts refundable to the Unit Holder/s as above. The Parties agree and confirm that the forfeiture amount, interest (as agreed) payable on delayed payments and any differential amount (estimated after resale of the said Premises) recovered and/or adjusted from the amounts refundable to the Unit Holders in this Clause shall be construed as pre-estimated ascertained liquidated damages and Unit Holder/s shall not at any time hereafter raise objections or dispute the same.

(c) However, in the event of the consideration agreed to be received by the Promoter on resale of the said Premises (in the manner mentioned in Clause 18 (b) above) is more than the Sale consideration, the Unit Holder/s shall not be entitled to stake any claim in respect of such excess consideration received by the Promoter upon such resale of the said Premises and the same shall belong to and be appropriated solely by the Promoter.

(d) Upon termination of this Agreement in the circumstances mentioned in Clause 18 (a) above or Clause 61 below herein, the Parties shall execute and register a Deed of Cancellation to record the cancellation of this Agreement. The Unit Holder/s agree/s that he/she/they have executed a Specific Power of Attorney along with this Agreement specifically authorising the Constituted Attorney to execute the Deed of Cancellation in event of the Unit Holder/s inability to come forward for execution of the Deed of Cancellation subsequent to the termination of this Agreement on account of default by the Unit Holder/s. The said Specific Power of attorney will lapse simultaneous to the complete payment of the Consideration and other charges payable at the time of taking possession of the said Unit.

(e) The Unit Holder/s further agree/s that in event of the failure on part of the Unit Holder/s to come forward to execute the Deed of Cancellation as intimated by the Promoter to the Unit Holder/s at the communication addressed and/or by electronic mode at the email address provided by the Unit Holder/s, the Promoter shall be entitled to execute the Deed of Cancellation in respect of the said Unit by calling upon the Constituted Attorney to execute the Deed of Cancellation in respect of the

said Unit on behalf of the Unit Holder/s and the Unit Holder/s agree/s that he/she/they will not raise any objection thereto. The Unit Holder/s validates all action that may be taken by the Constituted Attorney in terms of the Specific Power of Attorney issued by the Unit Holder/s.

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

**19.** The Unit Holder/s hereby understand/s and agree/s that, save and except for the intimation from the Promoter as provided under this agreement, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Unit Holder/s as per the payment schedule mentioned in Annexure G herein below, and the Unit Holder/s shall make all payment/s to the Promoter on or before the due dates, time being the essence of this Agreement.

**20.** The Promoter/Owners shall be at liberty and be entitled to amend the plan of the said lay-out including the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:

- (a) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the plan of the said lay out including the said Property; and
- (b) amalgamation of the said Property/said layout with any adjoining plots of land;
- (c) The Unit Holder/s and/ or the Association of Unit Holders or any other body formed by the purchasers of the said Property shall not have any objections to the aforesaid and the Unit Holder/s hereby grants his/ her/ their irrevocable consent and no objection to the Promoter to carry out the necessary acts, deeds, matters and things.
- (d) The Unit Holder/s hereby grants his/ her/ their irrevocable authority and consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the building(s), including the terraces, basement, open spaces, garden area and to permit the same to be utilised for any permissible purpose and shall be entitled to obtain permissible change of user thereof at the discretion of the Promoter.

**21.** If the FSI, by whatever name or form is increased (a) in respect of the said Property/said layout/Project Land and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property/said Layout/Project Land (b) on account of TDR (or in any other manner is made available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors/wing, then in such event, the Promoter shall be entitled to

construct such additional floors, wing/s as per the revised building/s plans and deal with the same in the manner the Promoter deems fit and proper.

22. (a) The Unit Holder/s hereby further agrees and covenants with the Promoter to sign and execute all papers and documents in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the said Building/s in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoter may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the VVCMC or any other appropriate authorities in that behalf as well as for the construction of such wings/building in the said Property or Project Land upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Unit agreed to be purchased by the Unit Holder/s is/are not in any manner adversely affected. The Unit Holder/s agree/s that the said consent is irrevocable.

Further, the Unit Holder is aware that the Promoter shall be and is developing the said Property and shall construct such structures and buildings as they deem fit.

(b) The Unit Holder/s also explicitly confirm/s and agree/s that the Promoter shall be entitled to take Part Occupation Certificate in respect of the said Building including the said Unit. On receipt of the Part Occupation Certificate in respect of the said Building with respect to the said Unit, the Promoter shall offer possession of the said Unit to the Unit Holder/s. The Unit Holder/s shall take possession of the said Unit from the Promoter within the timelines mentioned in this Agreement from the date of receipt of a written intimation from the Promoter offering possession of the said Unit to the Unit Holder/s and the Unit Holder/s shall have deemed to have taken possession of the said Unit at the expiry of the said time period.

(c) The Unit Holder/s further explicitly confirms that the Promoter shall be entitled to utilize balance FSI of the said Project (“**Balance FSI**”) by constructing additional floors as represented by the Promoter in this Agreement executed between the Parties and that the Unit Holder/s provides his/her/their expressed consent to that effect.

(d) The Unit Holder/s further confirm/s and agree/s that the Promoter shall be entitled to carry out the remaining construction of the upper floors of the Building, if the same is not completed till then, then in such event the Unit Holder/s shall not object to or obstruct the construction work. The Promoter agrees and confirms that the Promoter shall take appropriate safety precaution to minimize the nuisance and inconvenience which may be caused to the Unit



Holder/s due to the ongoing work, if any. The Unit Holder/s further agree/s that it shall not seek any costs or damages from the Promoter in respect of the further construction of the upper floors.

**23.** The Promoter shall not be required to obtain consent in the following events:

- a. Any minor additions or alterations.
- b. Any addition or alterations to any common areas, amenities, etc.
- c. Any addition or alteration in compliance of any direction or order issued by the competent authority, if required.

**24.** The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that amenities and facilities such as swimming pool and other common amenities has been specifically earmarked for the Project and will be commonly provided for buildings to be constructed on the said Property as well as for the buildings to be constructed on the said Layout. The Unit Holder/s hereby agree/s and consent/s that he/she/it/they shall not be entitled or have any right to use the amenities and facilities of other Projects to be developed on the said Layout. The Unit Holder/s further covenant that they shall not cause any nuisance, hindrance or raise objections to the use of these amenities and facilities by the residents of the buildings in the future development constructed on the said Layout.

**25.** The Unit Holder/s is/are fully aware and has/have satisfied himself/ herself/ themselves/itself and has/have understood and agreed that the Consideration in respect of the said Premises agreed to be purchased by the Unit Holder/s does not include any element of recovery of payments towards land, construction, running and operation of common areas, amenities & facilities or any other conveniences as well as recovery of payment towards maintenance charges of any kind by the Promoter in any manner whatsoever.

**26.** The Promoter shall hand over possession of the said Premises to the Unit Holder/s, by \_\_\_\_\_ (**“Delivery Date”**), **PROVIDED** that –

- (a) Unit Holder/s has/have not committed any default in making payments to the Promoter of the respective installments of the Sale Consideration on their due dates;
- (b) Unit Holder/s is/are willing and ready to make full payment of all amounts/deposits payable to the Promoter in terms of Clause 11 and/or any other amounts /charges payable to the Promoter under this Agreement; and
- (c) Prior to such date, the Unit Holder/s is/are not in breach of any other terms and conditions of this Agreement.

- 27.** However, the Promoter shall be entitled to further extension of time for completion of the said Premises as stated in Clause 26 above, if the completion of the said Building/Project is delayed on account of war, flood, draught, fire, cyclone, earthquake, pandemic, or any other calamity caused by nature affecting the regular development in the said Project; lock down imposed by the central/state/local Government/government body/ies, any specific stay or injunction order, notice, order, rule, notification of the Government, VVCMC and/or other public or other Competent Authority or Court, Tribunal or Collector or any quasi-judicial body or authority or due to such mitigating circumstances as may be decided by the Authority.
- 28.** The Parties herein agree and consent that the term mitigating circumstances in Clause 27 above shall include but not be limited to the non-availability of steel, cement, other building material, water or electric supply; any change in law, notifications and/or regulations levying any onerous condition on the Promoter; and /or economic downturn or labour strikes, or if non delivery of possession is as a result of any notice, order, rule, regulation, direction or notification of the Government and/ or any other public or competent authority or statutory authority or Court of Law, Tribunal or High Power Committee or on account of delay in issuance of NOC's Licenses, Occupation Certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond control of the Promoter including precarious financial condition of the Promoter and/or economic downswing in real estate or any other industry. The Unit Holder/s agree/s to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter, as per the provisions of section 19 of the RERA and further agree that in the event of any delay due to such mitigating circumstances, such delay shall not be construed as a breach on the part of the Promoter and the Unit Holder/s shall not be entitled to terminate the Agreement and/or ask for the refund of the amount paid by the Unit Holder/s to the Promoter.
- 29.** If the Promoter, for any reason other than those stated hereinabove, is unable to give possession of the said Premises on the expiry of the Delivery Date as specified in Clause 26 hereinabove, the Promoter shall be liable to pay to the Unit Holder/s interest as may be prescribed under the applicable laws per annum on all the sums already received from the Unit Holder/s in respect of the said Premises, for the delayed period (i.e. beyond the delivery date) till the date of intimation by the Promoter to deliver possession of the said Premises.
- 30.** The Unit Holder/s shall take possession of the said Premises, within 15 (Fifteen) days of intimation by the Promoter ("the Date of Possession"). The Unit Holder/s

shall, on expiry of the 15 (Fifteen) days, or upon receiving possession of the said Premises (whichever is earlier), be deemed to have accepted the said Premises, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Unit Holder/s expressly understand/s that from such date, the risk and ownership to the said Premises shall pass and be deemed to have passed to the Unit Holder/s. The Unit Holder/s shall be liable to pay maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Unit Holder/s takes possession of the said Unit or not. In case of non-payment, the Promoter shall be entitled to exercise various rights, available under this Agreement. The Unit Holder/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Unit from the expiry of 15 (fifteen) days from the notice of possession.

**31.** (a) The Unit holder/s hereby agree/s that in case the Unit holder/s fail/s to respond and/or neglects to take possession of the said Premises within the time stipulated by the Promoter, then the Unit holder/s shall in addition to the above, pay to the Promoter holding charges at the rate of **Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only)** per week per square feet of the Total Area of the said Unit (“Holding Charges”) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of such delay the said Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Unit holder/s in relation to its deterioration in physical condition.

(b) The Unit Holder/s explicitly agree/s and confirm/s that till the date of handover of physical vacant and peaceful possession of the said Unit to the Unit Holder/s post receipt of complete payment of the full Consideration of the said Unit including any Other charges related thereto towards the Society Formation, Legal Charges, Advance Maintenance Charges, Corpus etc. as mentioned in this Agreement, the Promoter shall have the unconditional right to utilise the said Unit for any purpose whatsoever including but not limited to the use of the said Unit as a sample flat or show flat for its prospective customers, administration office for its staff or vendors, or any type of use that the Promoter may deem fit. The Unit Holder/s agree/s not to object to the same or demand any compensation or reimbursement, costs, damages etc. for use of the said Unit from the Promoter.

(c) Subject to the other terms of this Agreement, the Unit Holder/s specifically agrees and confirms that the ownership of the said Unit will be transferred to the Unit Holder/s only upon the handover of physical vacant and peaceful possession of the said Unit after receipt of Occupation Certificate in respect of the said Unit in the Building of the Project from the concerned civic authorities. The Unit Holder/s

has/have no ownership right whatsoever on the said Unit prior to the physical handover of possession as mentioned above.

- 32.** The said Unit and the said Building in the said Project shall be constructed and completed in accordance with the sanctioned plans and specifications mentioned in this Agreement as modified from time to time, and if any structural defect in the said Unit/said Building and/or defect in material used or damage caused by reason of workmanship in construction is brought to the notice of the Promoter within a period of 5 (Five) years from the date of handing over possession, it shall wherever and/or whenever possible be rectified by the Promoter without further charge to the Unit Holder/s. However, Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect to the Unit/said Building or defective material being used or regarding quality of workmanship of the construction.
- 33.** If after the date on which the Unit Holder/s has/have taken possession of the said Unit, any damage due to wear and tear of whatsoever nature is caused to the said Premises (save and except the defects as mentioned in Clause 33 above), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Unit Holder/s and the Unit Holder/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.
- 34.** The Unit Holder/s are informed and has/have understood and confirmed that in view of the amendments/variations that may be effected by the Promoter to the construction/development of the said Project, the area of the said Unit may vary at the time of actual delivery of possession in the manner provided under this Agreement. In view thereof, the parties hereto confirm and agree that within 7 (Seven) days of possession having being delivered or deemed to have been delivered to the Unit Holder/s by the Promoter as provided under this Agreement, the Unit Holder or Promoter will cause to have done measurement of the said Unit to be carried out by any architect/surveyor approved by the Promoter and upon such measurement if it is discovered that there is a variation of more than 3 (three) % in the carpet area of the Unit as agreed under this Agreement, then -
- (a) if such variation results in an increase of the carpet area of the said Unit, the Unit Holder/s shall pay the Promoter an additional sum calculated on differential area at the rate at which the booking was made; or
- (b) if such variation results in reduction of the carpet area of the said Unit, the Promoter shall refund to the Unit Holder/s (without interest) a sum calculated on the differential area at the rate at which the booking was made. The Purchase Price as defined under this Agreement shall always be construed less

such refundable amount. Further, the Promoter shall be entitled to adjust from such refundable amount all dues/charges payable by the Unit Holder/s under this Agreement and refund only the balance, if any, without any interest, within 60 (Sixty) days from the date of conducting such measurement of the said Unit,

The Parties agree that upon finalizing the area of the said Unit in the manner provided as aforesaid, the same shall be treated as final and binding between the Parties and no dispute shall thereafter be raised in this regard.

**35.** Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Unit Holder/s, under the terms and conditions of this Agreement, have a first charge/lien to the said Premises, and the Unit Holder/s shall not transfer the same his/her/their/its right, title, interest to the said Premises or benefits under this Agreement to any third party, in any manner, whatsoever, until full payment of all amounts payable by the Unit Holder/s under this Agreement, is made to the Promoter. In any case, for any transfer of rights the NOC of the Promoter shall be required and shall be subject to charges as shall be conveyed by the Promoter.

**36.** Until assignment/transfer of the said Building/said Project together with the underlying said property or portion thereof in favour of the Association of Unit Holders/Apex Body as mentioned in Clause 43 herein below, the Promoter, shall be entitled, to develop and/or construct additional storey/s, along with one or more terraces, and/or garden, pent houses with or without open spaces attached thereto, and shall be entitled to sell the exclusive use of same and/or dispose of the same at the discretion of the Promoter. The Unit Holder/s shall not be entitled to raise any objection, whatsoever, with respect to the same. The purchasers of such attached terrace/s, garden, pent houses shall be exclusively entitled to the use of the terrace/s or open spaces allotted to them.

**37.** As soon as the said Building of the said Project is notified by the Promoter as complete and offered possession of the said Premises to the Unit Holder/s, the Unit Holder/s shall pay to the Promoter all balance installments of the Sale Consideration (if any are pending) and all other amounts/deposits payable under this Agreement within 15 (Fifteen) days of receipt of such written notice served, however in any event prior to taking actual possession of the said Premises.

**38.** The Unit Holder/s shall use the said Premises, and every part thereof, and/or permit the same to be used for the purpose of Residential (residential/commercial/retail) only, and shall use / permit the use of the car parking spaces, if

any, allotted to the Unit Holder/s, only for the purpose of parking car/s of the Unit Holder/s, and not for any other purpose whatsoever.

39. The Promoter has informed the Unit Holder/s that he/she/they/it shall not be entitled to claim any rebate or reduction in the Sale Consideration, nor any other benefit/s from the Promoter, as a result of such development, and/or amendments, alterations, modifications and/or variations that the Promoter shall cause to be carried out, and the Promoter shall be entitled to use the additional area, if any, so granted to the Promoter, from time to time by VVCMC, or such additional FSI available on the Project Land.
40. The Unit Holder/s agree/s and undertake/s that the terrace of the top floor on the said Building, including the parapet wall shall always be the property of the Promoter, and the Promoter shall be entitled to use the parapet wall for any purpose including display of advertisements/sign boards *etc.* and the Unit Holder/s, shall not be entitled to raise any objection/s or ask for any abatement in the price of the said Premises on the ground of inconvenience or any other ground whatsoever. Attached terraces to the respective residential premises, if any, shall exclusively belong to the purchasers thereof and the Unit Holder/s shall not object to the same at any time in future.
41. The Unit Holder/s hereby agree/s that he/she/they/it, shall have no claim in respect of the Project Land or any part thereof, and/or the said Layout and/or the said Property or the said Building or any part thereof, save and except the said Premises.
42. The Unit Holder/s is aware that he/she/it/they shall not be entitled to and /or claim at any time or have any right to use the amenities and facilities of other Projects to be developed on the said Layout. The amenities and facilities provided for the said Project are to be enjoyed by the Unit Holders with all residents on the said Layout, as herein set out.
43. The Promoter shall take steps for the formation of one or more Societies under the Maharashtra Co-operative Societies Act, 1960/ condominiums under the MAO Act in respect of the Building/s (the “**Association of Unit Holder/s**”) as per provisions of applicable law in respect to the Project/s on the said Property. The Association of Unit Holder/s shall be known by such name as the Promoter may in its sole discretion decide for this purpose. It is agreed and understood by the Unit Holder/s that the Promoter may opt, at its own discretion, to form separate association/s for each of the buildings or part thereof (including separate organizations for the retail, commercial and residential portions). Within 3 months from the date of Occupation Certificate in respect of the said Building, the Promoter shall execute a

Deed of Conveyance/ deed of assignment or other transfer documents(s) in favour of the Association/s (“**Building Conveyance**”) in respect of only the structure of the Building subject to the Promoter’s right (i) to dispose of unsold flats/premises, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional further increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the /said Property/Project Land; and (iii) to use all internal roads and all the facilities, amenities and services for such future and /or ongoing development or otherwise.

- 44.** It is agreed and understood by the Parties that the Promoter may, in its sole discretion form and register an apex organization (“Apex Body”) comprising of the various body/ Associations / Condominium formed in respect of the buildings to be constructed on the said Layout including the Association of Unit Holder/s of the said Building/said Property referred to hereinabove after the occupancy certificate has been received for all buildings which form part of the said Property and/or other buildings to be developed in the said Layout. Within 3 months from the receipt of the occupation certificate for the last building constructed on the said Layout the Promoter and the Owner shall endeavor to draft a Deed of Conveyance/assignment or such other transfer document in favour of such Associations or Apex Body as the case may be in respect of all of the Promoter’s right, title and interest in the said Layout, subject to and excluding the Building Conveyance and also subject to the right of the Promoter (i) to dispose of unsold flats/premises, if any, and receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Project Land; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise alongwith rights to manage and administer the common areas, amenities, facilities and infrastructures and the Project Land.
- 45.** At the sole discretion of the Promoter, part or whole of the land of the said Property and additional amenities and infrastructure including internal roads, in respect of the said Property and such parts of the said Building which are excluded from the Building Conveyance may be conveyed to the Apex Body.
- 46.** The Unit Holder/s hereby agree and undertake that the Unit Holder/s along with other purchasers in the Association/Apex Body shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and taxes, administrative expenses on the Building Conveyance

and Land Conveyance or any kind of document whereby ownership rights of the said Building/said Property are transferred to the Association/ Apex Body.

47. 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 or the said Building or any part thereof save and except the said Premises agreed to be sold to the Unit Holder/s.
48. The Unit Holder/s and the purchaser/s of the other flat/ premises shall join in the formation and registration of the said Association and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Association including the bye-laws of the Association of Unit Holders and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Unit Holder/s so as to enable the Unit Holder to register the said Association under RERA and the rules framed thereunder. If the Unit Holder fails to comply with all requirements for formation of the said Association within the prescribed time limit, then the Promoter shall not be held responsible or liable in manner for such delay in registration of said Association. No objection shall be taken by the Unit Holder/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, or any other Competent Authority.
49. The Unit Holder/s or their nominee/s or assignee/s or the said Association hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the aforesaid amenities plot/area/ facilities shall solely and exclusively belong to the Promoter and the Owners subject to the terms and conditions of the said Development Agreement and Unit Holder/s or their nominees or assignee hereby waive all such claim etc.
50. The Promoter hereby declares that the FSI (including TDR/FSI and compensatory Fungible FSI) available for the said Project in respect of the said Property is                     - sq. mtrs. or thereabouts only. The residual F.A.R (FSI) and/ or TDR/ FSI and/or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called in respect of the said Property not consumed will be available to the Promoter till the full and complete development of the Project Land. The Promoter shall be entitled to purchase/acquire TDR and load the same on the Project Land or any part thereof for which Unit Holder/s doth hereby accord his/her/their irrevocable consent for the same. It is further agreed and recorded by and between the parties hereto that the Promoter shall be entitled to undertake the



construction work on the said property as is convenient to the Promoter and as may be permissible under Development Control Regulations and/ or by the VVCMC and/or any amendment/s thereto and/or re-enactment thereof from time to time. The residual F.A.R. (FSI) and/ or TDR / FSI (by whatever nomenclature called) of the said Property not consumed will be available to the Promoter till the full and complete development of the Project Land which may be acquired by the Promoter hereafter at any time and/or generate TDR/FSI Certificate and either utilize the same for its own purposes or any other property/project of the Promoter and/or its nominees including but not limited to the adjoining projects and/or sell and dispose off such TDR/FSI Certificate and adjust all benefits and/or sale proceeds etc. emitting therefrom for their own benefit without any reference to the Unit Holder/s and/or being responsible to make over the profits and/or sale proceeds thereof to the Unit Holder/s herein. It is agreed by and between the parties hereto that in the event of Promoter acquiring and/or developing any other adjacent property/properties to the said property, the Promoter shall be entitled to utilize FSI and/ or TDR / FSI (by whatever nomenclature called) of the said Property and/or utilize the FSI and/ or TDR / FSI (by whatever nomenclature called) with or without payment of the premium to VVCMC and / or any other concerned authority of any adjacent property/properties on the said Property as the Promoter in its sole discretion may deem fit and proper. In addition to the above, the Promoter have further informed to the Unit Holder/s that as per the prevailing rules and regulations, the Promoter is additionally entitled to purchase and load TDR on the said Property for construction purposes and the Promoter shall carry out the construction activities on the said Property as per the discretion of the Promoter.

**51.** It is agreed and recorded by and between the parties hereto that at any time after the Promoter executes the assignment/transfer in respect of the said Building in favour of the Association of Unit Holders and the said property, in favour of the Federation/apex body of the Association of Unit holder, any additional FSI or TDR becomes available on the said Property and the Association of Unit Holders/ Federation/apex body decides to exploit/utilize such FSI or TDR then the Association of Unit Holders shall appoint the Promoter or any of the Promoter's nominees for the development/construction with respect to such FSI or TDR on the terms and conditions mutually agreed upon by them. The Unit Holders hereby gives his irrevocable consent for the same and agrees not to take any objection for the same.

**52.** Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Unit Holder/s

confirms and consents that the Unit Holder/s have purchased the said Unit solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in writing and signed by or on behalf of the Parties, as supplemental hereto.

53. (a) The Unit Holder/s agree/s and consent/s, to the appointment by the Promoter of any agency, firm, corporate body, organization, association or any other person (hereinafter referred to as '**Facility Management Company**') to manage, upkeep and maintain the said Project together with the underlying portion of the said Property on the said Layout , sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoter may be required to install, operate and maintain common areas, common amenities & facilities, car parking areas and open spaces. The Facility Management Company shall collect such fee which shall be a minimum of 20% escalation thereto, on the actual expenses to be incurred towards such managements and maintenance activities. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the said Project including the said Building, including the Unit Holder/s proportionate share of outgoings as provided under this agreement. It is hereby clearly clarified, agreed and understood that the Facility Management Company, shall also be entitled to exercise their rights for collecting the charges and expenses mentioned herein, even after formation of the Association of Unit Holders. The Unit Holder/s hereby grant their consent confirming such agreement / contract / arrangement that the Promoter has or may have to enter into with the Facility Management Company. It is further expressly understood, that the Promoter and/or Owners shall not in any manner be accountable, liable or responsible to any person including the Unit Holder/s and/or Association of Unit Holders for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such maintenance, management and control of the said Building / said Project and/or common areas and amenities & facilities thereto.

(b) The Unit Holder/s further agree/s and undertake/s to be bound on or before taking possession of the said Premises and from time to time thereafter to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/Facility Management Company, for the purposes of

framing rules for management of the said Project and use of the said Premises by the Unit Holder/s for ensuring safety and safeguarding the interest of the Promoter/ Facility Management Company and other purchasers of premises in the said Project and the Unit Holder/s also agree/s and confirm/s not to raise any disputes/ claims against the Promoter / Facility Management Company and other purchasers of premises in this regard.

**54.** The Unit Holder/s agree/s and undertake/s, that without prior written consent from the Promoter, the Unit Holder/s shall not be entitled to sell, transfer, let, sub-let, or give on leave and license, and/or assign / convey and/or part with possession of the said Premises or any part/ portion thereof and/or deal with or dispose of his/her/their/its interest in the said Premises including his/her/their/its right, title and interest and/or benefit under the said Agreement or any part thereof to any person/s, company etc. till all his/her/their/its dues of whatsoever nature under this Agreement, owed to the Promoter, are fully paid and also subject to the Unit Holder/s not being guilty of any breach of or non-compliance of any of the terms and conditions of this Agreement. **PROVIDED HOWEVER**, the Unit Holder/s if desires to transfer the benefits of this Agreement in favour of any other intending transferee prior to receipt of the entire Consideration, same shall be subject however at discretion of the Promoter and further the payment of fees and administrative costs and any other cost of transfer as may be applicable and payable by the Unit Holder/s and/or such intending transferee to the Promoter at the rates as may be decided by the Promoter in its sole discretion, and thereafter such intending transferee will be bound by the terms and conditions of this Agreement, including obligation to make payment of balance installments of the Consideration and also all other costs, charges, expenses and monies payable under this Agreement. All costs towards payment of stamp duty, registration charges and other incidental costs/charges payable for the execution of such an assignment/transfer agreement shall be borne by the Unit Holder/s and the intending transferee alone and a copy of the duly executed agreement shall be furnished to the Promoter within 15 (fifteen) days from the date of registration of the assignment/transfer agreement. The Unit Holder/s undertake to ensure that the assignee shall abide by the terms and conditions of this Agreement and that such assignee shall be subject to compliance of the terms and conditions of this Agreement.

**55.** Notwithstanding anything to the contrary contained under Clause 54 above, the Unit Holder/s further agree/s and undertake/s, that the Unit Holder/s shall not sell, assign or transfer their right, title, or interest, in the said Premises or any portion thereof or the benefits under this Agreement till the conveyance/assignment of the said property to the Society/Association/ Federation/Apex Body formed. However, subject to the Promoter's NOC the Unit Holder/s shall have a right to sale, transfer,

and assignment on such terms as conditions as it may deem fit and subject to payment of charges/fees/administrative and any other cost of transfer as may be applicable on rates that the Promoter may determine in this regard.

**56.** The Deeds of Conveyance/Assignment/ Deeds of Apartment / Declaration (as the case may be) shall contain suitable provisions in respect of the use and maintenance of the common infrastructure / services / facilities / amenities *etc.*, pertaining to the construction/development undertaken on the said property as a whole and with respect to the construction/development undertaken on the said Layout as are assigned and transferred to such Association/s. The Deed of Conveyance/Assignments/ Deeds of Apartments / Declarations and all other documents to be executed and also the bye-laws/Memorandum of Association/Articles of Association/Rules and Regulations in connection with the formation and/or registration of the said Association shall be formulated, drafted and approved by the Advocates appointed by the Promoter and the same will contain such covenants and conditions as the said Advocates shall think reasonable and necessary. Any stamp duty, registration charges or other miscellaneous charges incidental to execution of such Conveyances/ Assignments/ Deeds of Apartments/Declarations shall be borne solely by the purchasers of premises in the several buildings to be constructed on the said Property (including the Unit Holder/s) and/or other purchasers of the Units in other buildings to be constructed on the said Layout. The Promoter or its transferees, successors or assigns shall be admitted as member/s of the Association of Unit Holders to the extent of all unsold and/or unallotted premises, areas and spaces in the said Building and/or the said Project. The bye-laws, Articles of Association/Rules and Regulations of the Association of Unit Holders shall not contain any provision contrary to the provisions herein contained and the Unit Holder/s shall not in any manner raise objection to such admission. It is further expressly clarified, agreed and understood that the Unit Holder/s and/or the Association of Unit Holders shall not raise any objection or dispute and/or claim any compensation, if the area permitted to be conveyed or transferred by the authorities is at variance with or is less than the area of the portion of the said Property as stated in this Agreement, whether the same is consequent upon the setback line or area, DP reservations, amenity space *etc.*, if any, and reserved portions of the said Layout/Project Land being handed over and transferred to VVCMC and/or the government or local bodies or authorities, of any other reason whatsoever.

**57.** A Deed of Conveyance/Assignment to be executed in respect of the said Building/said Property together with the underlying land of the said Layout in favour of the such Association/Federation/ Apex Body or Declaration to be

submitted under the MAO Act/ MOFA and RERA other documents in favour of the Association of Unit Holders shall inter alia contain the following:

- a) Such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the said Property and the said Building together with the underlying land with respect to the Buildings to be constructed on the said Layout.
- b) Such provisions and covenants as may be necessary for giving effect to Clause 51 mentioned herein regarding the Promoters' right over the development/construction with respect to any additional FSI and/or TDR that becomes available on the said Property together with the underlying land with respect to the Buildings to be constructed on the said Layout after conveyance/assignment by the Promoter in favour of the Association of Unit Holders.
- c) A covenant by the Unit Holder/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.
- d) The right of the Promoter to full and complete access of the said Property/said Layout for the construction of the additional structures as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Association of Unit Holders to admit such purchaser of the said Unit comprised therein as its member without charging any additional amount.
- e) The Promoter shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Association of Unit Holders/Apex Body and shall continue until the entire said Property together with the underlying land with respect to the Buildings to be constructed on the said Layout is developed;
- f) Even after conveyance/assignment of the said Property together with the underlying land with respect to the Buildings to be constructed on the said Layout, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;
- g) The Promoter shall be permitted access and entry to the tower/building/s and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the RERA ;

**58.** The Promoter or its assigns and successors shall not be obligated to pay any maintenance fee towards the unsold and/or un-allotted premises, areas and spaces in the said Building. It is further clarified that the Promoter shall not be liable to bear or pay any amount by way of contribution, outgoings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise to the Association of Unit Holders formed in the manner mentioned above in respect of any unsold/un-allotted units or car parking spaces in the said Building. The Promoter will be entitled to apply and obtain reduction in and/or refund of municipal and other taxes, cesses, assessments and levies on account of vacancy of unsold/un-allotted premises, if the Promoter becomes liable to pay or has paid the same in respect of such unsold/un-allotted premises in the said Project. If refund of any such taxes, cesses, assessments or other levies is made by the corporation or any other government, local or public body or authority to the Association of Unit Holders in respect of such unsold/un-allotted units and car parking spaces in the said Project, then the Association of Unit Holders shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Promoter, whether the Promoter has demanded the same or not.

**59.** The Unit Holder/s hereby agree/s and confirm/s that, even after formation of the said Association as aforesaid or the Deeds of Transfer/Assignment/ Declaration/ Deeds of Apartments (as the case may be) are executed, the Promoter shall have the full right and authority to develop the said Property/said Layout by use of the entire un-utilised FSI or additional FSI (present and future) and other additional FSI that may be sanctioned by VVCMC in respect of the Project Land or otherwise as stated herein and which shall continue to be under the ownership and control of the Promoter who shall be entitled to utilize it for its benefit alone in the development of the Project Land and inter alia to put up further construction on the Project Land or any portions thereof and to deal with and dispose of the same on account of and for the benefit of the Promoter alone without any rebate to the unit Holder/s or Association of Unit Holders. Further, in view of the composite development proposed in respect of the said Layout, as described in this Agreement, the Unit Holder/s agree/s and confirm/s that even after formation of the Association of Unit Holders, the assignments/transfers in the manner contemplated under [Clause 44](#) above will be undertaken by the Promoter only after the entire additional FSI (present & future) and any other additional FSI that may be sanctioned by VVCMC has been fully utilized by the Promoter and the construction and development of all buildings on the said Layout (including the said Building) together with all ancillary structures, amenities and facilities are completed to the satisfaction of the Promoter.

**60.** It is also CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN PARTIES that –

- (i) The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property and any common Rights of Ways with the authority to grant such rights to the Unit Holder/s and/or users of premises in the said Project being constructed on the said Property (present and future) at all times, during all hours of day and night by foot and also by vehicles of all description howsoever propelled and whether laden or unladen and the right of access to the said Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground water-tanks, substation of power supply company etc. situated on the said Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for full and proper use and enjoyment of the said Property and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building to be constructed in the said Project on the said Property (including the said Building) without in any way obstructing or causing nuisance to the ingress and egress of the Unit Holder/s /other occupants of premises in said Project constructed on the said Property.
- (ii) Necessary provisions for the above shall be made in the Deeds of Transfer/Assignment/Declaration /Deeds of Apartments to be executed as per Clause 57 hereinabove. The Unit Holder/s hereby expressly consent/s to the same.

**61.** If the Unit Holder/s make/s any unauthorized change or alteration or causes any unauthorized repairs in or to the said Premises or the said Building, the Promoter shall be entitled to call upon the Unit Holder/s to rectify the same at his/her/its/their own cost and to restore the said Unit or the said Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Unit Holder/s do/es not rectify the breach within the such period of 30 (thirty) days, the Promoter shall be entitled to terminate this Agreement forthwith in the event of which the consequences of termination as provided under Clause 18 would follow. In the alternative, the Promoter may in its sole discretion decide to carry out necessary rectification /restoration to the said Unit or the said Building and all costs/charges and expenses incurred by the Promoter for carrying out such rectification /restoration shall be reimbursed by the Unit Holder/s. If the Unit Holder/s fail/s to reimburse the Promoter any such costs, charges and expenses within 15 (fifteen) days of demand by the Promoter, the

same would be deemed to be a charge on the said Premises and the Promoter will be entitled to recover from the Unit Holder/s all such costs, charges and expenses. Also, the Promoter would be entitled to terminate this Agreement on expiry of the 10 (ten) days notice period and thereupon the consequences of termination as provided under Clause 18 would follow. The Unit Holder/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Premises or the said Project or the said Property.

- 62.** All unsold and/or un-allotted residential premises, areas and spaces in the said Building/Project, including without limitation rights to terraces, parking spaces, storage spaces, and service areas shall always belong to and remain the property of the Promoter. The Promoter shall be at liberty to sell, let, sub-let, assign or otherwise deal with or dispose of in any manner, whatsoever, all unsold and/or un-allotted premises, areas and spaces in the said Project including without limitation, terraces, parking spaces, storage spaces and service areas as the Promoter may, in its absolute discretion deem fit.
- 63.** The Unit Holder/s shall at no time demand partition of his/her/their/its interest in the said Unit /said Building/said Project or any part thereof, it being hereby expressly, agreed, understood and confirmed by the Unit Holder/s that his/her/their/its interest in the said Unit/Building/said Project or any part thereof is impartible.
- 64.** The Unit Holder/s shall at his/her/their/its own cost maintain the said Unit in the same condition, state and order in which it is delivered to him/her/them/it and shall abide by all the byelaws, rules and regulations imposed by the Promoter, said Association, VVCMC or other concerned authorities, and shall be responsible for all actions and violations of any of the conditions and covenants contained in this Agreement.
- 65.** Prior to the Promoter, offering possession of the said Premises to the Unit Holder/s, the Unit Holder/s shall bear and pay all charges / deposits, imposed by concerned authorities or any other statutory authorities.
- 66.** The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware and hereby expressly agree/s that the Promoter will be developing the said Layout /Project Land as a layout area by constructing residential cum commercial cum retail buildings thereon as per the development programme to be determined by the



Promoter in its absolute discretion from time to time. The Purchaser shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on grounds of noise pollution, inconvenience, annoyance or otherwise or on grounds that light and air and/or ventilation to the said Premises or said Project or any part thereof is adversely affected or likely to be affected by such construction.

**67.** The promoter has absolute and exclusive and full right and authority to amalgamate the said Property with any of its adjacent property.

**68.** (a) The Unit Holder/s acknowledge, agree and confirm that the Promoter is entitled to allot the car parking space/s in the Building for an additional cost/charge and the Unit Holder/s do not have any objection to the same.

b) The Unit Holder/s is/are aware that as a part of the common areas and amenities, the Promoter will be providing parking spaces in the stilt/ stack/ podium level of the Building for use by the purchasers/occupiers of the other premises. At the request of the Unit Holder/s, the Promoter shall allocate exclusively to some of the unit Holders the Parking Spaces at additional cost/charge for the exclusive use of some of the Unit Holder/s. The Unit Holder/s is/are aware that the Promoter has in the like manner allocated and shall be allocating other parking spaces to few other purchasers/occupiers of premises in the said Project and undertakes not to raise any objection in that regard and the rights of the Unit Holder/s to raise any such objection shall be deemed to have been waived. The Unit Holder/s hereby confirms warrants and undertakes to use the Parking spaces for the purpose of the parking vehicles only and not otherwise. The Association of Unit Holder/s and /or the Apex Body formed shall also confirm and ratify the allotment of parking spaces (including the Car Park/s) in the manner allotted/sold by the Promoter as per the list of car parkings allotted by Promoter to the various purchasers/occupiers (including the Unit Holder/s herein) of premises and shall not and/or shall cause the Association of Unit Holder/s Apex body not to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various purchasers of the premises in the Building. The allocation is for smooth functions and to avoid disputes between the purchasers.

c) The exact location and demarcation of the Parking spaces on the stilt/ stack /podium shall be at the sole discretion of the Promoter and the same shall be intimated to the Unit Holder/s at the time of handing over of possession of the said Unit. The unit Holder/s agree/s that he/she/its/they shall not raise any

dispute or objection as to the location and/or demarcation by the Promoter of the allotted Parking spaces.

- d) The Promoter confirms that open car parking space/s provided by the promoter on the said Property would be for use and benefit of the Unit Holder/s of said Project together with the Unit Holder/s of the Buildings to be constructed on the said Layout.
- e) The Unit Holder/s shall have no right of any nature in respect of the car park space/s other than the car park space that would be given to use to the Unit Holder/s, if any, at the time of/after possession. In order to regulate the car parking space the Promoter at the time of offering the possession of the said Unit may identify the parking space meant for the said Unit and the Unit Holder/s shall park his/her/their car therein and will not be entitled to park his/her/their car anywhere else. This condition is the essence of this Agreement/contract.
- f) The Unit Holder/s is/are aware that the car parking spaces belong to the Promoter only and the same cannot be used by the Unit Holder/s/Ad-Hoc Committee/Proposed Societies/ Managing Committee unless acquired from the Promoter under a separate allotment letter and or an Agreement executed by the Promoter. The security of the Promoter shall have every right to remove any such car/ vehicles parked by purchasers, Ad-Hoc Committee/ Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Ad-hoc Committee and/ or of the Committee of an Association, to ensure that, members and/ or the Purchaser/s do not park their cars, on any allotted car parks on the said Property, to whom, the Promoter have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Unit Holder/s are not allowed/ entitled to use any area of covered car parking or otherwise unless the Promoter in writing permits the same.
- g) The allotment / right to use the Car Park granted by the Promoter is a cumulative allotment / right along with the Unit and the Unit Holder/s shall not be entitled to sell, transfer, lease, license or otherwise deal with the Unit and the Car Park separately.

**69.** (a) Apart from the common areas, amenities and facilities as described in the Fifth Schedule hereunder agreed to be provided by the Promoter for the benefit and use

of all purchasers of the premises in the said Property and/or members of the Association of Unit Holders to be formed of the purchasers and allottees of premises in the said Project together with the purchasers and allottees of premises in the Buildings to be constructed on the said Layout , the Promoter proposes to construct other utilities and recreational facilities by utilizing the FSI on a portion of the said Layout (hereinafter collectively referred to as “**Promoter Facilities**”). The Promoter Facilities will be owned and managed by the Promoter or its transferees, assignees, licensees, contractors, managers, nominee or nominees or successors and assigns. The Unit Holder/s will be entitled to use the Promoter Facilities, at the discretion of the Promoter and subject to the payment of fees and other usage costs on the terms and conditions stipulated in that behalf by the Promoter from time to time.

(b) The Promoter has informed the Unit Holder/s and Unit Holder/s has/have understood, agreed and confirmed that the Promoter Facilities and other related facilities shall be made available by the Promoter to third parties / outsiders in addition to the Unit Holder/s on such terms and conditions as may be set by the Promoter in its absolute discretion. The portion of the Project Land on which the Promoter Facilities will be constructed by the Promoter shall always and at all times belong to the Promoter. The Association of Unit Holders to be promoted and registered among the Unit Holder/s, as required under the Acts, shall not have any share, right, title or interest or claim on the Promoter Facilities or other areas of portion of the said Layout on which the Promoter Facilities is constructed by the Promoter. The Promoter or its successor(s) and assign(s) shall freely at their own discretion and without any necessity of any consent from the Unit Holder/s be entitled to grant permission to any person or persons or company or companies, whether or not such person/s or company or companies are purchasers of residential premises in the said Project or other buildings/Structures to be developed by the Promoter on the said Layout for use and enjoyment of the Promoter Facilities. The fee and all other monies received by the Promoter for permitting use and enjoyment of the Promoter Facilities shall exclusively belong to and be appropriated by the Promoter or its nominee or nominees, as the case may be. All costs and expenses for construction of Promoter Facilities shall be borne solely by the Promoter. The fees/charges payable to the Promoter by any of the Unit Holder/s for use of the Promoter Facilities will not create any right, title or interest of whatsoever nature over the Promoter Facilities in favour of the Unit Holder/s. All costs, charges and expenses, maintenance, repairs, reconstruction, renovation in respect of the Promoter Facilities and outgoings including the licenses for running such Promoter Facilities and all other taxes connected therewith shall be solely borne by the Promoter and all rights of the Promoter in respect of the of the Promoter Facilities as above shall be incorporated in the

Deeds of Transfer/Assignment/ Conveyance/ Declaration/Deeds of Apartments in favour of the Association of Unit Holders.

(c) In relation to the Promoter Facilities, the Promoter or its transferees, assignee or successors and assigns shall be admitted to the membership of the Association of Unit Holders and the Unit Holder/s shall not in any manner raise objection to such admission.

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

**71.** The name and address of the said Project together with the other projects on the said layout shall be known and displayed as “**Sunteck Beach Residences**” and by such other name, in future, as per the sole discretion of the Promoter, subject to the approval as applicable of the Assistant Registrar of Co-operative Societies, VVCMC or any other concerned authorities.

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

- (a) To use the said Unit or permit the same to be used only for residential/commercial/retail purpose under the rules, regulations and byelaws of the Association of Unit Holders, VVCMC and other concerned authorities;
- (b) To maintain the said Premises at the Unit Holder/s costs and expenses in good and tenantable repair and condition, from the date of possession of the said Premises being given by the Promoter to the Unit Holder/s, and shall not do or permit to be done anything in the said Project and or to the staircases, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or byelaws to be framed by the Association of Unit Holders or concerned authorities or change / alter or make additions in the said Premises or any part thereof, or to the said Project or any part thereof, and in the event of the Unit Holder/s contravening any of the aforesaid

provisions, the Unit Holder/s shall be solely responsible for the consequences thereof;

- (c) The Unit Holder/s undertakes to install air-conditioner/s only in the space defined/identified by the Promoter, in the said Unit/s, for the same, and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed, by the Promoter, in respect of the same;
- (d) The Unit Holder/s undertake/s, not to make any structural alterations or additions of whatsoever nature, in the said Premises and/or change the exterior façade of the Building, floor lobby, common passage windows, elevation or the colour scheme, fittings, fixtures and other specifications in the common areas in the said Project, or the tiling / layout in / of the compound of the said Building, or make any change in the landscaping, gardens or any part of the said Property on which the Building has been constructed, in any manner, whatsoever, so as to alter the original appearance thereof, as provided by the Promoter, at the time of giving possession;
- (e) Not to demolish or cause to be demolished, the said Premises or any part thereof, nor at any time make or cause to be made any additions or structural alterations of whatever nature, in or to the said Premises or any part thereof, nor any alteration in the elevation and outside the said Building, and shall keep the said Premises, sewerages, pipes, drains in the said Unit/s and appurtenances thereto, in good and tenable repair order and condition so as to support, shelter and protect other parts of the said Project, and shall not chisel or in any other manner, damage the columns, walls, beams slabs or RCC part or the structural member of the said Unit;
- (f) Not to store in the said Premises, any goods, objects, materials which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building, in which the said Premises is situated, or the storing of which goods, objects, or materials are prohibited by the Promoter/ Association of Unit Holders /concerned authorities. The Unit Holder/s, shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or is likely to damage the staircases, common passages, entrances or lifts or any other structure or part of the said Building in which the said Premises is situated nor damage any fire-fighting equipments or create any kind of hindrance whatsoever, by blocking fire exits / escapes etc. and in case if any damage is caused to the said Building/lifts or any part thereof and /or said Premises on account of the Unit Holder/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Unit Holder/s shall be liable and responsible for all the consequences of the

same, and the Unit Holder/s shall become liable and responsible to pay for all the damages incurred and/or the loss caused or suffered;

- (g) To carry out at the Unit Holder's own cost all repairs to the said Premises which may otherwise endanger the said Building, and in the event of the Unit Holder/s doing or committing any act or deed in contravention of the above provisions, the Unit Holder/s shall be responsible and liable for the consequences thereof, to the Promoter, Association of Unit Holders and /or concerned authorities;
- (h) Not to throw dirt, rubbish, garbage, rags or other refuse or permit the same to be thrown from the said Unit into the compound or any portion of the Building or the said Property or any part /portion thereof;
- (i) Not to cause any nuisance, hindrance, disturbance and annoyance to other purchasers of premises in the said Project or other occupants or users of the said Building, or visitors to the said Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (j) Pay to the Promoter, within 15 (fifteen) days of demand, by the Promoter his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility provided to the said Premises or said Building;
- (k) To bear and pay proportionate share of local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authorities in relation to the said Premises and also for any increases thereof on account of change of user by the Unit Holder/s or otherwise;
- (l) Not to at any time demand partition of the Unit Holder/s interest in the said Unit and/or the said Premises;
- (m) The Unit Holder/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 or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Unit Holder/s;
- (n) That the Unit Holder/s shall observe and comply with all the rules, regulations and bye-laws which the Promoter may specify and those which the Association of Unit Holders/Apex Body may adopt or frame at its/their inception and/or additions alterations or amendments thereto, that may be made from time to time, including those for the protection and maintenance of the said Project and the premises therein, and for the observance, performance and compliance of the building rules and regulations and bye-laws for the time being of the concerned authorities. The Unit Holder/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Promoter/ Association

of Unit Holders/ Apex Body regarding use of all common areas, amenities and facilities in the said Project and the Unit Holder/s shall pay and contribute regularly and punctually towards all the rates, rents, taxes, cesses, assessments, levies, expenses and all other outgoings payable in accordance with the terms and conditions of this Agreement;

- (o) Not to do anything whereby the title of the Promoter and/or Owners to the said Property or any portion thereof is affected in any manner;
- (p) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the said Unit/s in the said Building, without the prior written permission of the Promoter / Association of Unit Holders /concerned authorities;
- (q) Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Unit (applicable only for residential unit);
- (r) To pay all the additional taxes, rates, assessments, levies *etc.* that may be levied by the concerned authorities in respect of the said Premises and also all amounts payable to the Promoter in terms of this Agreement;
- (s) The Unit Holder/s hereby agrees/s to pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Promoter is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount/s on their respective due dates;
- (t) The Unit Holder/s hereby covenant/s with the Promoter, to pay any amount/s required to be paid by the Unit Holder/s as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Promoter;
- (u) Not do or permit to be done any act or thing which may render void or voidable any insurance of the said Project and/or the said Property or any part thereof, or whereby, or by reasons whereof, increased taxes/premium shall become payable; and
- (v) After possession of the said Premises is handed over to the Unit Holder/s, the Unit Holder/s shall insure the said Premises from any loss, theft, damage caused due to human intervention or due to any Act of God or other *Force Majeure* incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter and/or Owners shall not be responsible for any loss/damage suffered thereafter.
- (w) The Unit Holder/s shall observe and perform all the rules and regulations which the Association of Unit Holders may adopt, at its inception and the additions, alterations or amendments thereof that may be made from time

to time for protection and maintenance of the said Building and the units therein and for the observance and performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Unit Holder shall also observe and perform all the stipulation/s and conditions laid down by the Association of Unit Holders regarding the occupation and use of the Unit 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.

These covenants shall be binding and operative even after the formation of the Association of Unit Holders.

**73.** The Unit Holder/s hereby grants to the Promoter the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Unit Holder/s to the Promoter including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoter to the Unit Holder/s. The Unit Holder/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 Unit Holder/s, in that regard, shall be deemed to have been waived.

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

**75.** The Promoter may at any time assign, transfer, convey in whole or in part, its rights in respect of the said Project, subject to the rights of the Unit Holder/s under this Agreement on such terms and conditions as the Promoter may, in its sole discretion deem fit. On such transfer/assignment, such transferee/s shall be bound



by the terms and conditions herein contained including covenants/conditions affecting the said Property.

**76.** The Unit Holder/s further agree/s and confirm/s, that the Promoter shall be entitled to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the receivables of the said Unit, if any, accruing or likely to accrue therefrom and the said Property, excluding the said Unit. The Unit Holder/s give/s his/her/their/its consent to the Promoter to securitize the amounts receivable by the Promoter hereunder and to assign to banks/financial institutions the right to directly receive from the Unit Holder/s the balance installments of the Consideration or part thereof. The Unit Holder/s agree/s and undertake/s, upon receipt of such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such banks/financial institutions, the balance installments of the Consideration or part thereof as the case may be. The Promoter covenants that payment of such balance installments of the Consideration or part thereof in accordance with the terms hereof by the Unit Holder/s to banks/financial institutions shall be valid payment of the respective installments due in respect of the Consideration and would discharge obligations of the Unit Holder/s hereunder.

**77.** It is agreed that the Unit Holder(s) shall be entitled to avail of loan(s) from banks/financial institutions and mortgage the said Premises (or part thereof) by way of security for repayment of such loan(s) to banks/financial institutions. The Promoter will grant its No Objection addressed to such bank/financial institution, however the Promoter shall not incur any personal liability/obligation for repayment of the monies so borrowed by the Unit Holder/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of the bank/financial institution in respect of the said Premises shall not in any manner jeopardize the Promoter's right to complete the construction of the said Project or to develop other portions of the Project Land or the Promoter's right, title or interest in the said Project and such mortgage shall be subject to the Promoter's first lien and charge on the said Premises in respect of unpaid installments towards the Consideration and all other amounts/deposits payable by the Unit Holder/s to the Promoter under the terms and conditions of this Agreement. The Promoter will issue its No Objection letter addressed to the bank/financial institution simultaneously against such bank/financial institution issuing its confirmation in writing addressed to the Promoter undertaking to make payment of the balance installments towards the Consideration directly to the Promoter as per the schedule for payment agreed hereunder and such confirmation letter shall be in a form mutually acceptable to the Parties and such bank/financial institution.

- 78.** The Promoter and/or the Owners shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Premises/said Project by concerned authorities due to non-payment by the Unit Holder/s or other units purchasers of their respective proportion of the taxes, utility bills and other outgoings to the concerned authorities on account of default in making such payments, or upon the Unit Holder/s failing to comply with the terms and conditions of this Agreement.
- 79.** The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that the Promoter has retained to itself the exclusive right of providing T.V./Internet – Cable and dish antennae network in the said Project to be constructed upon the said Property. The aforesaid rights are retained by the Promoter to itself permanently and the Promoter shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Promoter may determine save and unless the Promoter relinquish the said rights. The consideration received for such assignment shall belong to the Promoter alone. In view thereof, the Unit Holder/s and /or other occupants of premises in the said Project shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Promoter or the assignee(s) of the Promoter save and except in case of relinquishment as aforesaid. The Unit Holder/s and/or occupants of premise in the said Project and/or Association of Unit Holders shall pay the charges (including deposits) as may be charged by the Promoter and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Promoter and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto. The necessary covenant will be incorporated in the Deeds of Assignment/ Conveyance/ Declaration/ Deeds of Apartment as the case may be.
- 80.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Building, Project, said Property, Project Land or any part thereof in favour of the Unit Holder/s. The Unit Holder/s shall have no claim, save and except in respect of the said Premises and all common areas, amenities and facilities specified in Fifth Schedule, will remain the property of the Promoter until the formation of the said Association/ Federation/ Apex Body of Unit Holders and transfer/assignment/ conveyance of the said Project to the Federation/ Apex Body of Unit Holders and underlying portion of the said property in the manner provided in Clause 45 hereinabove, as the case may be.

**81.** All notices to be served on the Unit Holder/s as contemplated by this Agreement, shall be deemed to have been duly served, if sent to the Unit Holder/s by Registered post with A/D, and/or under certificate of posting and/or Speed Post at his/her/their/its address/es specified against the names above, and shall duly and effectually discharge the Promoter, and shall be deemed to have been received by the said Unit Holder/s. The Unit Holder/s agrees to inform the Promoter in writing of any change in the mailing addresses as mentioned herein. In case of joint Unit Holder/s all the communications shall be sent by the Promoter to the first named Unit Holder/s under this Agreement.

**82.** Any correspondence from or on behalf of the Unit Holder/s address to the Promoter shall be considered as duly served and acceptable only if such correspondence or communication has been done through or by Registered post with A/D, and/or under certificate of posting and/or Speed Post sent to the address of the Promoter as specified under this Agreement. It is further informed that save and accept correspondence or communication done in the manner as stated hereinabove, no other mode of communication or correspondence like electronic mail, Facsimile shall be considered as legally binding between the parties, unless it is addressed to [customercare@sunteckindia.com](mailto:customercare@sunteckindia.com) and not any other email ID.

If there is more than one Unit Holder named in this Agreement, all obligations hereunder of such Unit Holder/s shall be joint and several. All communications shall be sent by the Promoter to the Unit Holder/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

**83.** All stamp duty, registration charges, out of pocket costs, such other charges and expenses incidental to this Agreement and GST or any other taxes whatsoever which are levied or become leviable, shall be borne and paid by the Unit Holder/s alone. If due to any changes in government policy and by virtue of the same, if any additional stamp duty, registration charges and/or any other taxes / rates are levied, the same shall also be borne and paid by the Unit Holder/s alone.

**84.** The Unit Holder/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the said Property / Project and has/have expressly understood the contents, terms and conditions of the same and the Promoter and Owners have entered into this Agreement with the Unit Holder/s relying solely on the Unit Holder/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement

and on part of the Unit Holder/s to be observed, performed and fulfilled and complied with and therefore, the Unit Holder/s hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and Owners and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Unit Holder/s any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Unit and directly or indirectly as a result of the negligence, act and/ or omission of the Unit Holder/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and Unit Holder's non-compliance with any of the restrictions regarding the use and/or occupation of the said Unit.

**85.** The terms and conditions of this Agreement shall be binding on all transferee/s / assignee/s, from time to time, of the said Premises, which the respective Unit Holder/s may sell, transfer / assign and shall be enforceable against all such transferees.

#### **86. DISPUTE RESOLUTION**

- i. That all disputes and differences or claims arising out of, or in connection with, or relating to this Agreement, or in the interpretation of any provisions of this Agreement, or the breach, termination or invalidity hereof and the respective rights and obligations of the parties, between the Unit Holder/s and the Promoter ("Dispute"), shall be resolved between them through mutual discussions and amicable settlement.
- ii. If such Dispute is not resolved through such mutual discussions within [30 (Thirty)] days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party shall refer such Dispute to the Maharashtra Real Estate Regulatory Authority. However, notwithstanding the aforesaid, in the event the Promoter chooses to refer such Dispute to the Conciliation Forum formed by the Maharashtra Real Estate Regulatory Authority, the Unit Holder/s hereby grants his/her/its irrevocable consent for such dispute to be referred to the aforesaid Conciliation Forum and the decision of the Conciliation Forum shall be binding upon the Unit Holder/s. The conciliation proceedings shall be held

in English language and the venue of the conciliation proceedings shall be at Mumbai.

87. Except as stated above in Clause 86, this Agreement shall be governed by the laws as applicable in India and any disputes in relation to this Agreement, shall be subject to the exclusive jurisdiction of courts at Mumbai, Maharashtra, India.
88. It is abundantly made clear to all the Unit Holder/s who are Non-Resident / foreign nationals of Indian origin, that in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Unit Holder/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they /it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter/Owners accept no responsibility in this regard and the Unit Holder/s agrees to indemnify and keep the Promoter/Owners indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
89. The Unit Holder/s hereby declares that he/she/they/it has perused this Agreement entirely and all the documents related to the said Property and the said Premises and has expressly understood the contents, terms and conditions of the same and the Unit Holder/s, after being fully satisfied, has entered and accepted this Agreement.
90. The permanent account number details of the Parties are as follows:

NAME OF THE PARTY	PERMANENT ACCOUNT NUMBER DETAILS
Developer Promoter	
Landowner Promoter	
(i) HEMANT RAMESH MHATRE	
(ii) KISHOR DATTATRAY NAIK	

(iii) PANKAJ BHASKAR THAKUR	
(iv) BEENA DEEPAK SHAH	
(v) RUPALI HEMANT MHATRE	
(vi) PRATIBHA KISHOR NAIK	
(vii) PRANITA PANKAJ THAKUR	

**FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of the said Larger Layout)**

RR. All those pieces and parcels of land admeasuring in aggregate 1,57,220 square meters situate at Village Dhovli, Taluka Vasai and District Palghar and bearing the following Survey Numbers:

Sr. No.	Survey Numbers and Hissa Numbers	Area (in square meters)	Owner
10.	110A	24,200	Hemant Ramesh Mhatre and Kishor Dattatray Naik
11.	110B	12,140	Kishor Dattatray Naik
12.	111	25,390	Pankaj Bhaskar Thakur
13.	112/2	19,260	Beena Deepak Shah
14.	113	27,670	Rupali Hemant Mhatre and Beena Deepak Shah
15.	114/A	19,195	Beena Deepak Shah and Pratibha Kishor Naik
16.	114/B	11,835	Pranita Pankaj Thakur
17.	115/A	14,890	Kishor Dattatray Naik
18.	115/2	2,640	Beena Deepak Shah

and bounded as follows that is to say,

Towards North : 20 mts wide DP Road  
Towards South : 20 mts wide DP Road  
Towards West : 20 mts wide DP Road  
Towards East : 20 mts wide DP Road

**SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the said Property)**

All those pieces and parcels of land, admeasuring \_\_\_\_\_ sq. mtrs. or thereabouts out of total land of the said Larger Layout comprising of all those pieces and parcels of

land admeasuring \_\_\_\_\_ sq. mtrs. or thereabouts out of total Larger Layout land admeasuring 1,57,220 sq. mtrs. or thereabouts bearing Survey No. \_\_\_\_\_ at Village Dhovli, Taluka Vasai and District Palghar (erstwhile District Thane), within the Registration District of Thane-Bassein and within the jurisdiction of the Sub-registrar of Assurances at Vasai and bounded as follows that is to say,

Towards North : \_\_\_\_\_  
Towards South : \_\_\_\_\_  
Towards West : \_\_\_\_\_  
Towards East : \_\_\_\_\_

**THIRD SCHEDULE ABOVE REFERRED TO**

**(Description of the said Premises)**

**Unit No.** \_\_\_\_\_ admeasuring \_\_\_\_\_ square mtrs carpet area and \_\_\_\_\_ square mtrs. of other useable areas aggregating to \_\_\_\_\_ square mtrs. of total useable area on \_\_\_\_\_ floor in Building \_\_\_\_\_ in the Project ‘**Sunteck Beach Residences** \_\_\_\_\_’ together with exclusive right to use open areas attached to the said unit, proportionate share in the common areas, amenities & facilities of the said Project, and \_\_\_\_\_ car parking spaces in the stilt levels/ open/ /podium/ multi-level car parking/ stack/ puzzle parking situated in larger layout/ Building/Project, being constructed on the said Property more particularly described in the Second Schedule referred above.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(List of Fittings, Fixtures, Amenities and Specifications in respect of the said Project)**

**INTERNAL AMENITIES**

- Vitrified Tiles Flooring in all rooms
- Anti-skid vitrified / ceramic tiles flooring in toilets
- Ceramic tile dado in toilets up to door height
- Ceramic tile dado in kitchen up to a height of 2 feet above kitchen platform
- Granite Kitchen Platform
- Powder-coated/Anodised Aluminium/UPVC Windows
- Branded Modular Switches
- CP Fixtures & Sanitary Fittings of Reputed Make

**FIFTH SCHEDULE ABOVE REFERRED TO**

**(List of Amenities and Facilities, Common Areas and Specifications in respect of the said Project)**

Draft without Prejudice

**EXTERNAL AMENITIES**

- Swimming Pool & Kids pool
- Kids play area • Senior Citizen's zone
- Amphitheatre
- Jogging track
- Party Lawn
- Meditation/Yoga zone
- Multipurpose court
- Half Basketball court
- Cricket Practice pitch
- Landscaped garden areas



**IN WITNESS WHEREOF** the Parties have executed this Agreement by the hand of their authorized signatories the day and year first hereinabove written.

**SIGNED AND DELIVERED** by the )  
withinamed Developer **Promoter,** )  
**SUNTECK REAL ESTATES PRIVATE** )  
**LIMITED** by the hand of its Director / )  
Authorized Representative )  
\_\_\_\_\_ duly )  
authorized under the Resolution of the Board )  
of Directors passed at its meeting held on \_\_\_\_\_ )  
day of \_\_\_\_\_ in the presence of )  
1. )  
 )  
2. )

**SIGNED AND DELIVERED** by the )  
withinamed, Landowner Promoters through )  
their joint Constituted Attorney **SUNTECK** )  
**REAL ESTATES PRIVATE LIMITED** )  
through its Director/Authorised Representative )  
\_\_\_\_\_, in the )  
presence of )  
1. )  
2. )



**Annexure “G”**

(Payment Schedule for Consieration & Other Charges)

The Unit Holder/s agrees to accept allotment/purchase from the Promoter, the said Unit at or for the Sale Consideration of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) to the Promoter in the following manner:–

- (i) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) as booking amount paid prior to the execution of this Agreement (the payment or receipt whereof the Promoter hereby admits and acknowledges);
- (ii) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) being 5% of the Purchase Price (after adjusting booking amount), within 21 days from date of booking, paid prior to the execution of this Agreement (the payment or receipt whereof the Promoter hereby admits and acknowledges);
- (iii) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) being 10% of the Purchase Price, on Commencement of excavation;
- (iv) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) being 10% of the Purchase Price on completion of footing;
- (v) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) being 10% of the Purchase Price, on completion of Plinth;
- (vi) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) being 4% of the Purchase Price,, on completion of 1<sup>st</sup> Slab;
- (vii) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) being 4% of the Purchase Price, on completion of 4<sup>th</sup> Slab;
- (viii) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) being 4% of the Purchase Price, on completion of 7<sup>th</sup> Slab;
- (ix) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) being 4% of the Purchase Price, on completion of 10<sup>th</sup> Slab;
- (x) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) being 4% of the Purchase Price, on completion of 13<sup>th</sup> Slab;

- (xi) Rs.-----/(Rupees -----) being 5% of the Purchase Price, on completion of 16<sup>th</sup> Slab;
- (xii) Rs.-----/(Rupees -----) being 5% of the Purchase Price, on completion of 19<sup>th</sup> Slab;
- (xiii) Rs.-----/(Rupees -----) being 5% of the Purchase Price, on completion of all Slabs;
- (xiv) Rs.-----/(Rupees -----) being 2.5% of Purchase Price, on completion of external plaster of the said Building;
- (xv) Rs.-----/(Rupees -----) being 2.5% of Purchase Price, on completion of Brick/Block Work of the said Unit;
- (xvi) Rs.-----/(Rupees -----) being 2.5% of Purchase Price, on completion of internal plaster of the said Unit;
- (xvii) Rs.-----/(Rupees -----) being 2.5% of Purchase Price, on completion of internal wall conduit and electrical work of the said unit;
- (xviii) Rs.-----/(Rupees -----) being 2.5% of Purchase Price, on completion of internal plumbing work of the said unit;
- (xix) Rs.-----/(Rupees -----) being 2.5% of Purchase Price, on completion of water proofing;
- (xx) Rs.-----/(Rupees -----) being 2.5% of Purchase Price, on completion of tiling and flooring of the said Unit;
- (xxi) Rs.-----/(Rupees -----) being 2.5% of Purchase Price, on completion of doors and windows of the said Unit;
- (xxii) Rs.-----/(Rupees -----) being 2.5% of Purchase Price, on completion of external painting of the building in which the said unit located;
- (xxiii) Rs.-----/(Rupees -----) being 2.5% of Purchase Price, on Completion of the lifts, and electrical fittings of the said building;

(xxiv) Rs.-----/-(Rupees -----) being 5% of Purchase Price, on Possession of the said Premises being ready to be delivered to the Unit Holders but in any event before actual possession of the said Premises being taken by the Unit Holder/s.

**Other Charges**

- (i) Rs. ----- /- (Rupees ----- Only) towards payment of Society formation and legal charges (to be determined later);
- (ii) Rs. ----- /- (Rupees ----- Only) to be paid to the concerned authorities/private companies towards Mahanagar gas connection charges etc. (to be determined later);
- (iii) Rs. -----/- (Rupees ----- Only) towards deposits to be paid to the concerned authorities/private companies towards water meter, electricity meter, or any other service connection in relation to the said Project (to be determined later);
- (iv) Rs. -----/- (Rupees ----- Only) Advance Maintenance Charges for \_\_\_\_months (to be determined later);
- (v) Rs. -----/- (Rupees ----- Only) towards share application money (to be determined later);
- (vi) Rs. -----/- (Rupees ----- Only) towards club-house charges (to be determined later)

Draft without Prejudice

## RECEIPT

RECEIVED the day and year first hereinabove written of and from the withinnamed Unit Holder the sum Rs. \_\_\_\_\_ /-(**Rupees \_\_\_\_\_ Only**) by following cheques:

<u>Cheque No.</u>	<u>Date</u>	<u>Amount</u>	<u>Drawn On</u>
-------------------	-------------	---------------	-----------------

**Total** Rs.\_\_\_\_/-(**Rupees**\_\_\_\_**Only**)

All cheques in favour of the Promoter being the amount of part payment payable by them to us.

**WITNESSES:**

**WE SAY RECEIVED**

---