

Proforma of Allotment Letter

Date: _____

To,
Mr. _____,
Mrs. _____,
_____,
_____.

Sub: Allotment of Flat No. _____ in Wing “_____” on the _____ Floor of Residential Project known as “KANAKIA SEVENS” situated at Marol, Andheri Kurla Road, Andheri (East), Mumbai - 400059.

Dear Sir / Madam,

1. We are developing a Residential Project “**KANAKIA SEVENS**” duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing registration no _____.
2. We hereby agree to allot you on ownership basis Flat No. _____ in Wing “_____” on the _____ Floor in the residential building named “**KANAKIA SEVENS**” having RERA carpet area admeasuring _____ Square Meters with exclusive balcony area admeasuring _____ Square Meters (hereinafter referred to as the said “**Flat**”) for the consideration of Rs. _____/- (Rupees _____ only) and we hereby earmark ____ (____) open/covered Car Parking Space, in any arrangement in the said building on the terms and conditions as contained in the proforma Agreement for Sale attached herewith.
3. You have paid us, interest free amount of Rs. _____ /- (Rupees _____ only) (not less than 5% of the total consideration) as application fee and you shall pay to us the balance amount of Rs. _____ /- (Rupees _____ only) as per the Payment Schedule recorded in “Agreement for Sale”.
4. On receipt of 10% of the total consideration we have to compulsorily execute and register “Agreement for Sale” immediately. Kindly also note that if 10% of the total consideration is not received within 30 days, then 5% of the Agreement Value is mutually agreed to be liquidated damages will be deducted from payment made by you and balance amount, if any will be refunded to you without any interest.
5. You hereby agree and undertake to be bound by and perform all the obligations and the terms and conditions contained in the proforma Agreement for sale, including timely payment of amounts stated thereunder.
6. You are requested to sign in confirmation of accepting the terms as mentioned in proforma “Agreement for Sale” by subscribing your signature on this letter and copy of this letter.

Yours sincerely,
For Kanakia Spaces Realty Private Limited

Director

First Allottee

Second Allottee

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** (“**this Agreement**”) is made and executed at Mumbai this day of _____ in the Christian Calendar Year, Two Thousand and Seventeen.

BETWEEN

KANAKIA SPACES REALTY PRIVATE LIMITED, (Formerly known as “Kanakia Spaces Realtors Pvt. Ltd.” and originally incorporated with the name “Centaur Mercantile Pvt. Ltd.”) a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office Address at 215 - Atrium, 10th Floor, Next to Courtyard Marriott, Opposite Divine Child High School, Andheri Kurla Road, Andheri (East), Mumbai - 400093; herein after referred to as “**the Promoter No. 1**”; (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and assigns) of the **FIRST PART**;

AND

M/s. NEW MONARCH BUILDERS & CONTRACTORS, a partnership firm, duly registered under the provisions of the Indian Partnership Act, 1932 and having its principal place of business at 2, Monarch Chambers, Marol, Andheri (East), Mumbai 400 053; hereinafter referred to as “**Promoter No.2 / the Confirming Party**”(which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include the partner or partners for time being and from time to time of the said Firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner) of the **SECOND PART**;

The Promoter No.1 and Promoter No.2 /Confirming Party are hereinafter jointly referred to as “**the Promoters**.”

AND

[•], having his/her/their/its address at [•], hereinafter referred to as “**the Allottee**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in case of an individual his/her/their heirs, executors, administrators and permitted assigns and incase of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators

and permitted assigns of such last surviving member of the co-parcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust, the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company, its successors and permitted assigns) of the **THIRD PART:**

The Promoters and the Allottee are hereinafter collectively be referred to as "the Parties" and individually as "the Party", as the context may require

In this Agreement:-

- (i) Unless the context otherwise implies, the above expressions shall have the respective meanings assigned to them;
- (ii) The singular shall include plural and vice versa;
- (iii) The masculine gender used herein and reference made thereto, shall include both the genders and references thereto, as the context may require;
- (iv) The titles to the clauses are only for reference purpose and shall have no bearing on the contents of the clauses;
- (v) The Recitals and the Schedules written hereunder and the exhibits annexed hereto form an integral part of this Agreement.

W H E R E A S:

- A. The Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**") is the Owner of and is otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring 34,633.90 sq.yds. equivalent to 28,957.41 sq.mtrs., bearing C.T.S. Nos. 706, 706/1 to 706/10 (now bearing C.T.S. Nos.706/1 to 706/22) of Village Marol, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with structures standing thereon and situated, lying and being at Andheri Kurla Road, Andheri East, Mumbai - 400 059 and delineated on the plan annexed hereto as **ANNEXURE "A"** and thereon shown and surrounded by black colour boundary line and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "**the said Larger Property**"). A copy of the P.R. Card for the said Larger Property is annexed hereto and marked **ANNEXURE "B"**;
- B. The said Larger Property is fully occupied by slum dwellers and has been declared slum within the meaning of the Maharashtra Slum

(Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as “**the Slum Act**”) vide letter dated 10th August, 2005 and the slum dwellers thereof are eligible for rehabilitation upon redevelopment of the slum inter alia as per the provisions of Regulation No.33 (10) of the Development Control Regulations, 1991 for redevelopment of slums. The MCGM has vide the same letter also confirmed that they have no objection to the redevelopment of the said Larger Property.

- C. All the slum dwellers/occupants occupying the said Larger Property had initially formed themselves into a society known as Sagbaug Snehsagar Co-operative Housing Society(then Proposed) (hereinafter referred to as the said “**Sagbaug Snehsagar Society**”). More than 70% members of the Sagbaug Snehsagar Society/occupants being the hutment holders/slum dwellers thereon have granted their individual consent for development of the said Larger Property under the SRA Scheme and in accordance with provisions of Clause 33(10) read with Appendix IV of D.C. Regulations, the **Promoter No.2** /Confirming Party herein has entered into agreements with the hutment holders/slum dwellers;
- D. In pursuance of the resolution passed at its Special General Body meeting held on 17.7.1996, by a Development Agreement dated 8th August, 1996 and made between the said Sagbaug Snehsagar Society of the One Part and the **Promoter No.2** /Confirming Party herein of the Other Part, the said Sagbaug Snehsagar Society has appointed the **Promoter No.2** /Confirming Party herein, as the developers for the redevelopment of the said Larger Property at or for the consideration and on the terms and conditions as set out therein (hereinafter referred to as “**the said Development Agreement No.1**”);
- E. The Sagbaug Snehsagar Society has also granted a Power of Attorney dated 19th August, 1996 in favour of (1) Mr. Madhukar R. Musle (2) Mr.Mahendra J. Agarwal and (3) Mr. Farooq Ahmed, the nominees of the **Promoter No.2** /Confirming Party authorizing them to do all acts, deeds, matters and things for the development of the said Larger Property;
- F. The Slum Rehabilitation Authority (hereinafter referred to as “**SRA**”) has issued a Letter of Intent (LOI) dated 5thAugust, 1996 bearing No. SRA/Eng/253/KE/ML/LOI in favour of the **Promoter No.2** /Confirming Party herein for redevelopment of the said Larger Property occupied by members of the said Sagbaug Snehsagar Society which has been revised on 5th June, 2003. As per the revised LOI dated 5th June, 2003 an area admeasuring 34,879.44 sq.mtrs., of free sale FSI is available for

utilization on the said Larger Property. A copy of the revised Letter of Intent dated 5th June, 2003 is annexed hereto as **ANNEXURE "C"**;

- G. Subsequently disputes and differences arose amongst the members of the said Sagbaug Snehsagar Society inter-se and some of the members formed another Society known as Sagbaug Sukirti Co-operative Housing Society (then Proposed); (hereinafter referred to as the said "**Sagbaug Sukirti Society**"). Thereafter in pursuance of the resolution passed at its Special General Body meeting of the said Sagbaug Sukirti Society by a Development Agreement dated 13th September, 1996, the said Sagbaug Sukirti Society, appointed the **Promoter No.2** /Confirming Party herein, as the developers for the redevelopment of the said Larger Property at or for the consideration and on the other terms and conditions as set out therein (hereinafter referred to as "**the said Development Agreement No.2**");
- H. The Sagbaug Sukirti Society has also granted a Power of Attorney dated 13th September, 1996 in favour of (1) Mr.Madhukar R. Musle (2) Mr.Mahendra J. Agarwal and (3) Mr. Farooq Ahmed, the nominees of the **Promoter No.2** /Confirming Party authorizing them to do all acts, deeds, matters and things for the development of the said Larger Property;
- I. One Shivshahi Punarvasan Prkalp Limited, a company fully owned by the Government of Maharashtra, having office at 5th Floor, Grihanirman Bhavan, Bandra (East) Mumbai 400 051 vide its Sanction Letter dated 18th August, 1999 bearing Reference No.MD/SPPL/2813/1999 (hereinafter referred to as "**the said Sanction Letter**") sanctioned a loan amount of Rs.51,66,00,000/- (Rupees Fifty One Crores Sixty Six Lacs only) (hereinafter referred to as "**the said Loan Amount**") in favour of the said **Promoter No.2** /Confirming Party for the said redevelopment of the said Larger Property.
- J. Accordingly, by an Indenture of Mortgage dated 1st October, 1999 (hereinafter referred to as "**the said Mortgage Deed**") duly registered with Office of the Sub-Registrar of Assurances at Bandra, under Serial No.BDR-1/3092/1999 on 31st October, 1999 and made between the Sagbaug Snehsagar Society herein therein referred to as "the Mortgagor" of the First Part, the **Promoter No.2** /Confirming Party herein therein referred to as "the Borrower" of the Second Part and Shivshahi Punarvasan Prkalp Limited therein referred to as "the Mortgagee" of the Third Part, in consideration of the sum of Rs.51,66,00,000/- (Rupees Fifty One Crores Sixty Six Lacs only) to be lent, advanced and disbursed by

Shivshahi Punarvasan Prakalp Limited to the **Promoter No.2 /Confirming Party** in terms of the said Sanction Letter, the Saugbaug Snehsagar Society created charge and mortgage over the said Larger Property in favour of Shivshahi Punarvasan Prakalp Limited. Although, Shivshahi Punarvasan Prakalp Limited was party to the said Deed of Mortgage, the said Deed of Mortgage was not executed by Shivshahi Punarvasan Prakalp Limited and therefore the question of the Shivshahi Punarvasan Prakalp Limited attending the Office of the Sub-Registrar for admitting execution did not arise. The said Deed of Mortgage was registered in view of the executed parties to the said Deed of Mortgage being the said Sagbaug Snehsagar Society and the said **Promoter No.2 /Confirming Party** herein having admitted their respective execution before the Sub-Registrar to the said Deed of Mortgage.

- K. Subsequent to the said Deed of Mortgage, Shivshahi Punarvasan Prakalp Limited by its letter dated 7th April, 2000 bearing Reference No. SPPL/GM(Fin)1075/2000 and letter dated 17th November, 2012 bearing reference No. SPPL/GM (fin)/Loan/New Monarch /1139/ 2012 and addressed to the **Promoter No.2 /Confirming Party** herein informed the **Promoter No.2 /Confirming Party** that Shivshahi Punarvasan Prakalp Limited has decided to cancel the said Loan Amount sanctioned in favour of the **Promoter No.2 /Confirming Party** by virtue of the said Sanctioned Letter and further informed the **Promoter No.2 /Confirming Party** that the said Sanctioned Letter issued by the Shivshahi Punarvasan Prakalp Limited may be treated as cancelled. In view of the cancellation of sanctioned Loan amount by Shivshahi Punarvasan Prakalp Limited, the said Loan Amount was never disbursed in favour of the said **Promoter No.2 /Confirming Party** by Shivshahi Punarvasan Prakalp Limited.
- L. The aforesaid Shivshahi Punarvasan Prakalp Limited by its letter dated 17th November, 2012 has confirmed the cancellation of the aforesaid Mortgage and further that no loan amount has been disbursed to and in favour of the said **Promoter No.2 /Confirming party**. In pursuance of the aforesaid letter dated 17th November, 2012, the Deed of Cancellation dated 21st December, 2012 registered with the Sub-Registrar of Assurances at Bandra under serial No. BDR-9/10455 of 2012 dated 21st December, 2012, the said Sagbaug Snehsagar Society and the **Promoter No.2 /Confirming Party** by mutual consent have thereby cancelled the said Deed of Mortgage and agreed and confirmed that the same is cancelled and shall be deemed to be treated as cancelled and never to have been acted upon.

- M. The SRA has approved a layout for the said scheme bearing No.SRA/ENG/69/KEM/ML/LAY dated 21stFebruary, 2008;
- N. As per the sanctioned layout dated 21stFebruary, 2008, 8 (eight) buildings have to be constructed for rehabilitating the slum dwellers in the rehab buildings viz. one building numbered as 1A &1B and other buildings numbered as 2, 3, 4, 5, 6,7 and 8 (hereinafter collectively referred to as the said "**Rehab Buildings**"), one free sale commercial building (hereinafter referred to as the said "**Free Sale Commercial Building**") and one composite building (hereinafter referred to as the said "**Free Sale Composite Building**") are to be constructed on the said Larger Property. The **Promoter No.2** /Confirming Party has completed construction of 4 (four) rehab buildings viz. 1A& 1B, 4, 5, and 6 comprising of 480 tenements in the aggregate in accordance with the plans that have been sanctioned by the SRA and has received the Occupation Certificate (O.C.) dated 20th March 2003, 17th February 2004, 16th May 2008, 28th August 2007 and 30th January 2008 in respect of buildings numbered 1A, 1B, 4, 5, and 6 respectively and has allotted all the tenements in the aforesaid 4 (four) rehab buildings to the eligible slum dwellers. In the premises the **Promoter No.2** /Confirming Party became eligible to consume free sale FSI of 14,074.20 sq. mtrs. (approx) to be utilized for construction of the Free Sale Commercial Building on the original Free Sale Plot No. 1 hereinafter mentioned;
- O. As per the presently sanctioned Layout Plan the Rehab Building No.3 is adjoining the Free Sale Commercial Building and keeping in mind the market trends, subsequently the **Promoter No.2** /Confirming Party has proposed to shift the Rehab Building No.3 from its original location as shown on the Layout Plan to another portion of the said Larger Property to enlarge the portion of land available for construction of the Free Sale Commercial Building.
- P. As per the sanctioned layout, the Free Sale Commercial Building and the proposed Rehab Building No.3 were to be constructed on a portion of the said Larger Property. However, the **Promoter No.2** /Confirming Party intends to revise the layout in respect of the said Larger Property by shifting the proposed Rehab Building No. 3 to another portion of the said Larger Property shown delineated by green colour boundary line on the Plan annexed hereto and marked ANNEXURE "A" and construct the said Free Sale Commercial Building comprising of two or more wings on the portion of the said Larger Property admeasuring 5184.36 sq. mtrs., delineated on the plan annexed hereto as **ANNEXURE "A"** and thereon

shown surrounded by red colour boundary line and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "**the said Free Sale Plot No.1**");

- Q. The **Promoter No.2** /Confirming Party has also constructed the rehab building No.2 comprising of 104 tenements in accordance with the plans sanctioned in respect thereof and vide its Letter dated 13th June, 2011 has applied to the SRA for issuance of the Occupation Certificate in respect thereof. The SRA has issued an Occupation Certificate dated 16th October, 2012 bearing No. SRA/ENG/1996/KE/ML/AP for the aforesaid rehab building No.2.
- R. By and under the Sub-Development Agreement dated 20th September, 2011 duly registered with the Sub-Registrar of Assurances at Bandra-1 under serial No. BDR-1/13308 of 2011 dated 28th November, 2011 (hereinafter referred to as the said "**Sub-Development Agreement**") and made between the **Promoter No.2** /Confirming Party herein and therein referred to as the Developers of the One Part and the Promoter No.1 herein and therein referred to as the Sub-Developers of the Other Part, the **Promoter No.2** /Confirming Party herein empowered, authorized, granted and conferred upon the said Promoter No.1, the development rights for construction of Free Sale Commercial Building by utilization of 28,500 sq. mtrs. of free sale FSI on the said Free Sale Plot No.1 being the portion of the said Larger Property and which is more particularly described in the **Second Schedule** hereunder written and delineated on the plan annexed hereto as **ANNEXURE "A"** and thereon shown surrounded by red colour boundary line for consideration and on terms and conditions contained therein;
- S. In pursuance of the aforesaid Sub-Development Agreement dated 20th September, 2011, the **Promoter No.2** /Confirming Party has also executed an Irrevocable Power of Attorney dated 28th November, 2011 registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-1/ 13308 of 2011 on 28th November, 2011 in favour of the Promoter No.1 and its Directors, authorizing them to do various, acts and deeds in respect of the development of the said Free Sale Commercial Building on the said Free Sale Plot No.1;
- T. The **Promoter No.2** /Confirming Party has represented that they intend to construct the Free Sale Composite Building on a balance portion of the said Larger Property bearing CTS No.706/7 and which portion is hereinafter referred to as the "**Free Sale Plot No.2**" and is shown

delineated with blue colour on the plan annexed hereto as **ANNEXURE "A"** in the event of any additional free sale FSI becoming available for consumption on the said Larger Property over and above the free sale FSI agreed to be granted to the Promoter No.1 as contemplated herein;

- U. In terms of the said Sub-Development Agreement, the **Promoter No.2 /Confirming Party** was entitled to 52.25% of the constructed area in the form of offices, shops, premises, car-parking spaces etc., in the proposed Free Sale Commercial Building to be constructed on the Free Sale Plot No.1 and the balance 47.75% of the constructed area in the proposed Free Sale Commercial Building to be constructed on the Free Sale Plot No.1 shall belong to and vest with the Promoter No.1;
- V. By and under a Supplemental Agreement dated 31st August, 2012, (hereinafter referred to as "**the Supplementary Agreement No.1**") registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-9/ 07515 of 2012 the **Promoter No.2 /Confirming Party** and the Promoter No.1 have agreed to construct a residential building instead and in place of a commercial building on the said Free Sale Plot No.1 (hereinafter referred to as the said **Free Sale Building**"). It is further agreed interse between the Promoters that the **Promoter No.2 /Confirming Party** shall be entitled to 46.60% of the total constructed area in the said Free Sale Building (viz., flats, shops, units, premises, terraces in the said Free Sale Building) (hereinafter referred to as the said "**Promoter No.2's /Confirming Party's Allocation**") and the entire balance 53.40% of the total constructed area in the said Free Sale Building (viz., flats, shops, units, premises, terraces in the said Free Sale Building) shall absolutely belong to and vest with the Promoter No.1's(hereinafter referred to as the said "**Promoter No.1's Allocation**").
- W. By and under a Supplemental Agreement dated 23.10.2013 (hereinafter referred to as "**the Supplementary Agreement No.2**") registered with the Sub-Registrar of Assurances at Bandra under serial no. BDR-9-8057-2013dated 29.10.2013 read with Supplemental Agreement dated 27.04.2015 (hereinafter referred to as "**the Supplementary Agreement No. 3**") registered with the Sub-Registrar of Assurances at Bandra under serial no. BDR-17-3380-2015 dated 27.04.2015,made between the **Promoter No.2 /Confirming Party** herein therein referred to as the Developer of the One Part and the Promoter No.1 herein and therein referred to as the Sub-Developer of the Other Part, the parties thereto have earmarked and demarcated the flats/ offices/ shops/ row houses / premises/ pent house / car parking in the said Free Sale Building to be

constructed on the said Free Sale Portion for their respective allocations in the said Free Sale Building in the following manner:

- a. **Promoter No.2's** /Confirming Party's Allocation in the said Free Sale Building shall comprise of flats/ offices/ shops/ row houses / premises/ pent house / car parking more particularly setout in **ANNEXURE "A-1"** annexed thereto;
- b. Promoter No.1's Allocation in the said Free Sale Building shall comprise of flats/ offices/ shops/ row houses/ premises / pent house / car parking more particularly set out in **ANNEXURE "A-2"** annexed thereto;
- X. As per the revised sanctioned layout plan dated 6th November, 2012, the **Promoter No.2** /Confirming Party has to construct 7 (seven) buildings for rehabilitating the slum dwellers in the rehab buildings viz. one building numbered as 1A & 1B and other buildings numbers as 2, 3, 4, 5, 6, & 7 and one composite building wherein the **Promoter No.2** /Confirming Party shall partly rehabilitate the slum dwellers and partly sell in the open market and the Promoter No.2 shall be entitled to construct one free sale building on the said Larger Property.
- Y. The said Promoter No.1 and/or **Promoter No.2** /confirming Party have got the plans sanctioned for the construction of the Free Sale Building as shown on the sanctioned layout plan from the SRA for utilization of 14,074.20 sq. mtrs. free sale FSI (built-up area) vide Intimation of Approval (I.O.A.) dated 6th November, 2012 bearing No. SRA / ENG / 1998/ KE / ML / AP and amended IOA dated on 11th January, 2016 bearing even number.
- Z. The SRA has issued Commencement Certificate dated 10th December, 2007 and the same has been re-endorsed on 28th March, 2013, 2nd December, 2014, 1st March, 2016 and 27th June, 2017 as per approved amended plans. Copies of the I.O.A. dated 6th November, 2012 and 11th January, 2016 along with Commencement Certificate dated 10th December, 2007, re-endorsed on 28th March, 2013, 2nd December, 2014, 1st March, 2016 and 27th June, 2017 is annexed hereto as **ANNEXURE "D"** and **ANNEXURE "E"** respectively;
- AA. By and under a Scheme of Arrangement filed before the Hon'ble Bombay High Court in accordance with Sections 391 to 394 of the Companies Act,1956 and all other applicable provisions of the

Companies Act, 1956 and the Companies Act, 2013 (collectively, “**the Act**”) for the amalgamation of Kanakia Supremo Coonstruction Private Limited (**KSCPL**) into the Promoter No. 1 (“**KSRPL**”), provides that with effect from the appointed date being 1stApril, 2015 (“**Appointed Date**”), the entire business and whole of the undertaking of KSCPL including all its respective properties and assets, (whether movable or immovable, tangible or intangible), all the debts, liabilities, duties and obligations pertaining to the real estate undertakings of KSCPL, including the present project “**Kanakia Sevens**”, of every description and also including, without limitation, all the movables and immovable properties, FSI, Transferable Development Rights (TDR) and loans, bonds, assets of KSCPL *inter alia* comprising of all the plant and machinery, investments, vehicles, furniture and fixtures, computers, office equipment, electrical installations, water connections, telephones, telex, facsimile and other communication facilities and business licenses, permits, authorisations, if any, rights and benefits of all the agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, advance and other taxes paid to the authorities, brand names, trademarks, logos, labels, copy rights, lease, tenancy rights, statutory permissions, consents and registrations or approvals obtained from any authority, including but not limited to the approval from the Brihanmumbai Municipal Corporation (BMC) or the Mumbai Metropolitan Region Development Authority (MMRDA), the Environment Clearance Certificate, the Title Clearance Certificate issued by any Competent Authority, all the right, title or interest in the properties by virtue of any court decree or order, all records, files, papers, contracts, Intimation Of Disapproval (IOD), Commencement Certificate (CC), Occupation Certificate (OC), Development Right Certificate (DRC), No Objection Certificate (NOC) from any authority, including the Municipal Authorities, the Competent Authority under Monopolistic and Restrictive Trade Practices Act, 1969, the MMRDA, the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 or any other competent authority, benefits under income tax, sales tax / value added tax (VAT) and/or any other statues, incentives (if any) and all other right, title, interest, contracts, including development agreements, conveyances, agreements for sale, etc., consents, approvals or powers of every kind and description, agreements shall, pursuant to the Order of the Bombay High Court and pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the Act and without any further act, instrument or deed, but subject to the charges affecting the same,

be transferred and/or deemed to be transferred to and vested in KSRPL on a going concern basis so as to become the assets and liabilities of KSRPL ("**the Scheme**").

- BB. With effect from the Appointed Date and upon the Scheme becoming effective, all the development rights, statutory licences, permissions, approvals and/or consents to carry on the operations and business of KSCPL stood vested in or transferred to KSRPL without any further act, instrument or deed and was appropriately mutated by the statutory authorities concerned in favour of KSRPL. The benefit of all the statutory and regulatory permissions, registrations or other licences and consents stood vested in and became available to KSRPL pursuant to the Scheme.
- CC. The Hon'ble Bombay High Court vide its Order dated 29th November, 2016 approved the Scheme without any modification, with effect from the Appointed Date ("**said Order**"). KSRPL applied for the authenticated copy of the said Order on 29th November, 2016 and filed the same with the Registrar of Companies on 30th November, 2016. The Registrar of Companies has duly updated the said Order. KSRPL has applied to Additional Controller of Stamps/ Superintendent of Stamps, Mumbai for the adjudication of the said Order and the adjudication order is awaited pursuant to which necessary stamp duty will be paid by KSRPL.
- DD. The details about the mortgages created by the Promoter No. 1, which are subsisting as on the date of this Agreement, are mentioned below:

By and under a registered Deed of Mortgage dated 15th June, 2016, registered at the office of the Joint Sub-Registrar of Assurances, Andheri under Serial No. BDR-15/4633/2016, executed between KSCPL (now amalgamated with the Promoter No. 1) (therein referred to as 'the Borrower') Promoter No. 2 (therein referred to as 'the Project Sevens Developer') and JM Finance Credit Solutions Limited (therein referred to as the Lender), KSCPL (now amalgamated with the Promoter No. 1) *inter alia* created a mortgage of its development rights in respect of the said **Free Sale Plot No.1** and also hypothecated the receivables arising therefrom in favour of the Lender therein for the facility to the extent of Rs.115 Crores on the terms and conditions as mentioned therein.

- EE. In the premises aforesaid Promoters are entitled to and enjoin upon and propose to construct one Free Sale Building to be known as “**SEVENS**” which being constructed on the said Free Sale Plot No.1 admeasuring 5184.36 sq. mtrs. and more particularly described in the **SECOND SCHEDULE** hereunder written which is identified/earmarked in red colour horizontal lines (with yellow wash ground) in the plan annexed hereto as **ANNEXURE “A”** is proposed as a “**Real Estate Project**” by the Promoters and has been registered as a ‘Real Estate Project’ (“**the Project**”) with the Real Estate Regulatory Authority (“**the 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**”). The Authority has duly issued the Certificate of Registration No. [●] dated [●] for the Project (“**RERA Certificate**”). A copy of the RERA Certificate is annexed and marked as **Annexure “F”** hereto.
- FF. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their/its Advocates and Planning and Architectural Consultants. The Allottee has agreed and consented to the development of the Project. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their/its Advocates and Planning and Architectural Consultants.
- GG. The principal and material aspects of the development of the Project, are briefly stated below :
- (i) The said Building at present comprises of 7 (Seven) wings being Wing “A” , Wing “B” , Wing “C”, Wing “D”, Wing “E”, Wing “F” and Wing “G”.
 - (ii) Presently, Wing “A” , Wing “B” , Wing “C” and Wing “D” inter alia comprises of 3 levels Basement, Ground Floor, Stilt Floor and 18 sanctioned upper floors and Wing “E”, Wing “F” and Wing “G” inter alia comprises of 3 levels Basement, Ground Floor, Stilt Floor and 13 sanctioned upper floors and that the Promoter No. 1 Proposes to construct the said Building in the manner as follows:

The Promoter has applied/ will be applying for necessary approvals to the relevant authorities and pursuant thereto, the

Promoter No. 1 shall construct the said Building comprising of 3 levels Basement, Ground Floor, Stilt Floor and 19 upper floors for each wings being Wing "A" , Wing "B" , Wing "C", Wing "D", Wing "E", Wing "F" and Wing "G".

- (iii) The said Building shall comprise of residential units/premises/ apartments/ flats;
- (iv) The **Promoter No.2** /Confirming Party has completed construction of 4 (four) rehab buildings viz. 1A& 1B, 4, 5, and 6 comprising of 480 tenements in the aggregate in accordance with the plans that have been sanctioned by the SRA and has received the Occupation Certificate (O.C.) dated 20th March 2003, 17th February 2004, 16th May 2008, 28th August 2007 and 30th January 2008 in respect of buildings numbered 1A, 1B, 4, 5, and 6.
- (v) As per revise the layout in respect of the said Larger Property by shifting the proposed Rehab Building No. 3 to another portion of the said Larger Property shown delineated by green colour boundary line on the Plan annexed hereto and marked ANNEXURE "A".
- (vi) The **Promoter No.2** /Confirming Party has also constructed the rehab building No.2 comprising of 104 tenements in accordance with the plans sanctioned in respect thereof and vide its Letter dated 13th June, 2011 has applied to the SRA for issuance of the Occupation Certificate in respect thereof.
- (vii) Total FSI of 34142.29 Square Meters has been sanctioned for consumption in the construction and development of the Project. The Promoters propose to eventually consume a further FSI of 6343.88 Square Meters aggregating to the total FSI of 40486.16 Square Meters in the construction and development of the Project;
- (viii) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said larger property, in full or in part, as may be required by the applicable laws from time to time.
- (ix) The common areas, facilities and amenities in the Project that may be usable by the Allottee are listed in the **Fourth Schedule** hereunder written ("**Real Estate Project Amenities**").
- (x) The Promoters shall be entitled to put up hoardings /boards/logo

of its brand name viz. "**PROJECT BY KANAKIA**" "**KANAKIA SEVENS**" in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project and on the façade, terrace, compound wall or other parts of the Real Estate Project. The Promoters shall also be entitled to place, select and decide the hoarding/board sites.

- (xi) The details of the formation of the Society and conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause 14 & 15 below.
- (xii) The statutory approvals mandatorily require the Promoters to hand over certain stipulated percentage of the said Free Sale Plot No.1 to the concerned authorities or develop the same as a public amenity. The Promoters shall have to determine and identify the portion and location of the said Free Sale Plot No.1 to be handed over for complying with the terms and conditions of the statutory approvals. Only the portion of the said Free Sale Plot No.1 left over after handing over the stipulated percentage, if any, to the SRA and/or the MCGM or the statutory authority, and/or developing the same as a public amenity, would be available for transferring to the Society.
- (xiii) The Promoters are entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Free Sale Plot No.1 , in full or in part, as may be required by the applicable laws, from time to time.

The above details, and further aspects of the proposed *Future and Further Development of the said Larger Property*, as inspected by the Allottee, are hereinafter referred to as "Proposed Future and Further Development of the said Larger Property" which are also set out below.

The Promoter has applied/ will be applying for necessary approvals to the relevant authorities and pursuant thereto, the Promoter No. 1 shall construct the said Building comprising of 3 levels Basement, Ground Floor, Stilt Floor and 19 upper floors for each wings being Wing "A" , Wing "B" , Wing "C", Wing "D", Wing "E", Wing "F" and Wing "G".

- HH. The Promoter No.1's Allocation comprises of constructed flats, shops, units, Premises,car-parking spaces, terraces in the entire Free Sale Building and the car parking spaces in basement-1,basement-2, basement-3, and stilt floor in the Free Sale Building and reference to the

Allottee in this Agreement means Allottees of such flats, shops, premises from and out of Promoter No.1's Allocation;

- II. The Promoter No.1's and/or **Promoter No.2** /Confirming Party have entered into a prescribed Agreement with the Architect, M/s. Aakar Architects & Consultants registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and also appointed M/s. SACPL, by Suresh P. Shanghavi as Structural Engineers for preparing structural designs and drawings and specifications of the said Free Sale Building and the Allottee accept/s the professional supervision of the said Architect and the said structural Engineer till the completion of the said Free Sale Building unless otherwise changed;
- JJ. The Allottee is/are desirous of purchasing residential premises / flat bearing No. _____ on the _____ floor of Wing – "_____" ("**the said Wing**") the Real Estate Project (hereinafter referred to as the "**said Premises**").
- KK. The Allottee/s has/have demanded from the Promoter No.1 and the Promoter No.1 has given inspection to the Allottee/s of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the Project Architect M/s. Aakar Architects & Consultants and of such other documents as are specified under the RERA and the rules and regulations made thereunder including inter-alia the following;
- (i) All the approvals and sanctions of all the relevant authorities for the development of the said Real Estate Project including the layout plan, building plan, floor plan, IOD and the commencement certificate.
 - (ii) All the documents of title relating to the said Free Sale Plot No.1 and all other documents mentioned in the recital hereinabove.
 - (iii) Property Register Cards(**Annexure "B"**);
 - (iv) Letter of Intent bearing No. bearing No. SRA / ENG / 253/ KE / ML / LOI dated 5th June, 2003 (**Annexure "C"**);
 - (v) Intimation of approval bearing No. SRA / ENG / 1998 /KE/ML/ AP dated 6th November, 2012 and 11th January, 2016 for the said Free Sale Building (**Annexure "D"**);
 - (vi) Commencement Certificate bearing No. SRA / ENG / 1998 / KE/ML/AP dated 10th December, 2007, last re-endorsed on 27th June, 2017 (**Annexure "E"**);

- (vii) Title Certificate from Gobindram D. Talreja & Associates **(Annexure “G”)**; and
 - (viii) Floor Plan of the said Premises **(Annexure “H”)**.
- LL. The Promoter No.1 has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- MM. While sanctioning the plans for the said Free Sale Building the SRA, local authorities and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter No.1 and/or **Promoter No.2** /confirming Party while developing the said Free Sale Plot No.1 and the said Free Sale Building and upon due observance and performance of which only the occupation and the completion certificates in respect of the said Free Sale Building shall be granted by the concerned local authority;
- NN. By and under a Composite Scheme of Amalgamation filed before the Hon’ble Bombay High Court in accordance with Sections 391 to 394 of the Companies Act 1956 and all other applicable provisions of the Companies Act, 1956 and the Companies Act, 2013 for the amalgamation of Kanakia Supremo Construction Private Limited (**KSCPL**) with the Developer (“the Scheme”), provides that with effect from the Appointed Date being 1st April, 2015 the entire business and whole of the undertaking of KSCPL including all its respective properties and assets (whether movable or immovable, tangible or intangible), all the debts, liabilities, contingent liability, duties & obligations of KSCPL of every description and also including, without limitation, all the movables and immovable property, Floor Space Index (FSI), Transferable Development Rights (TDR) and assets of KSCPL including but not limited to approval from Brihanmumbai Municipal Corporation (BMC) or Mumbai Metropolitan Region Development Authority (MMRDA), Environment Clearance Certificate, Title Clearance Certificate issued by any Competent Authority, all rights or titles or interest in properties by virtue of any court decree or order, all records, files, papers, contracts, Intimation Of Disapproval (‘IOD), Commencement Certificate, Occupation Certificate, Development Right Certificate (DRC), No Objection Certificate from any authorities, including the Municipal authorities, competent authority under Monopolistic and Restrictive Trade Practices Act, 1969, Mumbai Metropolitan Regional Development Authority, Competent authority under

the Urban Land Ceiling Act,1976 or any other competent authority, benefits under income tax, sales tax / value added tax and / or any other statutes, incentives if any and all other rights, title, interest, contracts including Development Agreements, Conveyances, Agreement for Sale etc, consent, approvals or powers of every kind and description, agreements shall, pursuant to the Order of the High Court and pursuant to provisions of Sections 391 to 394 and other applicable provisions of the Act and without further act, instrument or deed, be deemed to be transferred to and vested in Developer on a going concern basis so as to become the assets and liabilities of Developer.

- OO. The Hon'ble Court vide its order dated 29th November, 2016 approved the Scheme without any modification with effect from the Appointed Date.
- PP. The Authenticated copy of the order dated 29th November, 2016 was applied by the Developer on 29th November, 2016 and was further filed with the Registrar of Companies on 30th November, 2016 and the same has been duly updated by the Registrar of Companies.
- QQ. Pursuant to the orders dated 29th November, 2016 passed by the Hon'ble Bombay High Court sanctioning the Scheme and pursuant to provisions of Sections 391 to 394 and other applicable provisions of the Act with effect from Appointed Date all rights, title, interest, contracts including Development Agreements, Conveyances, Agreement for Sale etc, consent, approvals or powers of every kind and description, agreements shall without further act, instrument or deed, be deemed to be transferred to and vested in Developer on a going concern basis so as to become the assets and liabilities of Developer.
- RR. Further, the requisite approvals and sanctions for the development of the Real Estate Project from the Competent Authorities are obtained / being obtained.
- SS. The Promoter No.1 has accordingly commenced the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- TT. The carpet area of the said Premises as defined under the provisions of RERA, is [●] square meters.

- UU. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- VV. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises at or for the price of Rs. _____/- (_____ only), being the Sale Consideration (defined hereinbelow), upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs. _____/- (_____ only), being part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same doth release and discharge the Allottee forever).
- WW. Under section 13 of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "RERA"), the Promoters are required to execute a written Agreement for Sale of the aforesaid Flat/ Shop/ Unit/ Premises to the Allottee/s, being in fact these presents and also to register this Agreement under the Registration Act, 1908;
- XX. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter No.1 hereby agrees to sell and the Allottee hereby agrees to purchase and acquire the said Premises.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter No.1 is presently constructing the Real Estate Project being the said Building known as "KANAKIA SEVENS", consisting of one residential building comprising of 7 (Seven) wings being Wing "A", Wing "B", Wing "C", Wing "D", Wing "E", Wing "F" and Wing "G". Wing "A", Wing "B", Wing "C" and Wing "D" inter alia comprises of 3 levels

Basement, Ground Floor, Stilt Floor and 18 upper floors and Wing “E” , Wing “F” and , Wing “G” inter alia comprises of 3 levels Basement, Ground Floor, Stilt Floor and 13 upper floors. However, the Promoter No. 1 proposes to construct the said Building comprising of 3 levels Basement, Ground Floor, Stilt Floor and 19 upper floors for each wings being Wing “A” , Wing “B” , Wing “C”, Wing “D”, Wing “E”, Wing “F” and Wing “G” by utilizing the entire FSI including but not limited to the T.D.R. F.S.I. available in respect of the said Free Sale Portion in accordance with necessary approvals, permissions and clearances from all Statutory Authorities including Ministry of Environment and Forest Department, Coastal Regulation Zone, Urban Development Department and as per the plans, designs and specifications approved by the Slum Rehabilitation Authority, MCGM and other local authorities which have been seen and approved by the Allottee with only such variations and modifications as may be required by the concerned local authority/Government to be made in them or any of them.

PROVIDED THAT the Promoter No.1 shall have to obtain the prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the Premises of the Allottee, except, any alteration or addition required by any Government Authorities, or due to any change in law, or any change as contemplated by any of the disclosures already made to the Allottee. The Promoter No.1 also make such minor additions and alterations as may be required by the Allottee.

3. Purchase of the Premises and Sale Consideration:

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter No.1 and the Promoter No.1 hereby agrees to sell to the Allottee, the Premises No. [●] on the [●] floor in the [●] Wing i.e. the Apartment in the said Free sale Building as more particularly described in the Third **Schedule** and as shown bounded by red colour boundary line in the floor plan annexed and marked **Annexure “[H]”** hereto. Carpet area of the Premises as per RERA is _____ Sq. mtrs. Carpet area with exclusive balcony area admeasuring _____ square meters. at and for the consideration of Rs. [●]/- (Rupees [●]), including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Fourth Schedule annexed herewith.

- (ii) In addition to the carpet area of the said Premises mentioned hereinabove, there are certain common areas and facilities in the said Building, (hereinafter referred to as “**the Ancillary Area**”) the usage of the same shall be in common with the other Flat Allottees / occupants/users. Details of Common Areas and Facilities are set out in **FOURTH SCHEDULE** hereunder written.
- (iii) As an amenity provided alongwith the said Premises, the Promoter No.1 has earmarked for the exclusive use of the Allottee _____ car parking space in any arrangement in the said Building known as “**SEVENS**” (hereinafter referred to as “**said Car Parking/s**”). The said Car Parking/s is/are provided as an irrevocable amenity without consideration however the Allottee will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoter No.1 and/or the said Organisation (as defined hereinafter) and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the said Organisation. Further, the Allottee shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoter No.1.
- (iv) The Allottee hereby agrees to pay to the Promoter No.1 the Sale Consideration as per normal terms of payment as under:

Sr. No.	Event	Payment in %
1	On booking / application / earnest Money	10%
2	After the execution of Agreement and simultaneous with registration	20%
3	On completion of the plinth	15%
4	On completion of the slabs including podiums and stilts of the Building;	25%
5	On completion of the walls, internal plaster, floorings doors and windows of the said Premises	5%
6	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Premises	5%
7	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Building;	5%
8	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the Building.	10%
9	On/After receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.	5%

(a) However, the Allottee hereby agrees to pay to the Promoter on or before _____ amount of Rs. _____/- (Rupees _____ Only) towards part of sale consideration and balance amount being Rs. _____/- (Rupees _____ only) on receipt of the Occupation Certificate.

(b) In the case of advance payment received, discount has been deducted from consideration, as mutually agreed and consideration mentioned in the agreement is net consideration.

(v) It is clarified that the Sale Consideration shall be payable by the Allottee by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT, in the name of "Kanakia Spaces Realty Private Limited Escrow Account" in Bank Account No. **17990350000345** maintained with HDFC Bank Limited ("**the said Account**").

(vi) The Sale Consideration excludes other charges and taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Good and Service Tax and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Service Tax, Value Added Tax, Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter No.1 shall not be liable to bear or pay the same or any part thereof.

(vii) The Sale Consideration is escalation-free, save and except escalations/increases, due to the increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies and/or the Government from time to time. The Promoter No.1 undertakes

and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authorities, etc., the Promoter No.1 shall enclose the said notification/order/rule/regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- (viii) The Promoter No.1 shall send to the Allottee/s, intimations/ Demand Notes, demanding payments of the relevant amounts under these presents or installments of the purchase price from the Allottee/s as and when the same falls due as stated hereinabove by issuing the Cheque/Pay Order/Demand Draft, in the name of the Promoter No.1 only i.e. in favour of “Kanakia Spaces Realty Private Limited Escrow Account”. Such installments shall be payable by the Allottee/s strictly within the period mentioned in such intimations/Demand Notes. The Allottee/s hereby covenant/s with the Promoter No.1 that the Allottee/s shall duly and punctually pay the amounts due and payable along with GST within the time and in the manner stipulated in the intimation/Demand Notes without committing any breach and/or defaults thereof. The time for making the payment of each of the aforesaid installments and all other amounts due and payable shall be the essence of the contract.
- (ix) If the Allottee/s in order to augment the resources in his/her/their hands for the purpose of payment of consideration amount to the Promoter No.1 under this Agreement for Sale intends to seek loan from any financial institutions / banks, etc. against the security of the said premises then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions/bank's, etc. the loan /pre-sanction loan letter and only against which the Promoter No.1 will issue the NOC for mortgage of the said Premises to the Allottee/s. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/Demand Draft, of the Loan amount or installment/s in the name of the Promoter No.1 only i.e. in favour of “Kanakia Spaces Realty Private Limited Escrow Account” and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or installment/s in any other name or account, then such financial

institution/ bank, etc. shall do so at their own risk and the Promoter No.1 shall not be liable for any cost and consequences arising therefrom and in such event the Allottee/s shall not be absolved of payment of purchase consideration and consequences for non-payment/default in payment shall be followed.

(x) The Promoter No.1 shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the Occupation Certificate for the same is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the Premises shall be recalculated upon confirmation by the Promoter No.1. If there is any reduction in the carpet area within the defined limit of 3% (three percent), then the Promoter No.1 shall refund the excess money paid by Allottee within 45 (forty five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter No.1 shall demand an additional amount from the Allottee towards the Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter No.1/Allottee, as the case may be, under this Clause 3(viii), shall be made at the same rate per square meter as agreed in Clause 3 above.

(xi) The Allottee authorizes the Promoter No.1 to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter No.1 may, in its sole discretion, deem fit and the Allottee undertakes not to object/demand/direct the Promoter No.1 to adjust his/her/their/its payments in any manner.

4. The Promoter No.1 hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.

5. Time is of the essence for the Promoter No.1 as well as the Allottee. The Promoter No.1 shall abide by the time schedule for completing the construction of the said Premises and handing over the said Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee which are listed in the **FOURTH SCHEDULE** hereunder written.

Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and all other dues payable by him/her/them/it and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement.

Without prejudice to the right of the Promoter No.1 to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee shall be found and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests, on all the amounts which become due and payable by the Allottee to the Promoter No.1 till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter No.1 under this Agreement, nor shall it be construed as condonation of delay by the Promoter No.1. The amount of interest may be informed to the Allottee from time to time or on completion of the said Project/said Premises, and the Allottee has agreed to pay the same as and when demanded before the possession of the said Premises.

6. **FSI, TDR and development potentiality with respect to the said Building on the said Free Sale Portion:**

The Allottee hereby agrees, accepts and confirms that the Promoter No.1 proposes to develop the Real Estate Project (including by utilization of the full development potential) on the said Free Sale Portion in the manner more particularly detailed at Recital GG above and as depicted in the layout plans, proformas and specifications at **Annexure "A"** hereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter No.1 in this regard.

7. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the said Larger Property :**

The Allottee hereby agrees, accepts and confirms that the Promoters proposes to develop the Project on the said Larger Property (by utilization of the full development potential) and develop the same in a phase-wise manner and undertake multiple real estate projects therein in the manner more particularly detailed at Recital GG above and as depicted in the layout plans, proformas and specifications at Annexure “A” hereto constituting the Proposed Layout and the Proposed Potential and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

8. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

- i. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modifications(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter No.1 with such permission, approvals which would enable the Promoter No.1 to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of 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. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- ii. The Promoter No.1 accepts no responsibility in this regard. The Allottee shall keep the Promoter No.1 fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter No.1 immediately and comply with necessary formalities if any under the applicable laws. The Promoter No.1 shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said premises applied for herein in any

way and the Promoter No.1 shall be issuing the payment receipts in favour of the Allottee only.

9. **Possession Date, Delays and Termination:**

- (i) The Promoter No.1 shall give possession of the said Premises to the Allottee on or before the 31st day of December, 2019 (**"Possession Date"**). Provided however, that the Promoter No.1 shall be entitled to an extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors (force majeure events):
 - (a) War, Civil Commotion, Flood, Drought, Fire, Cyclone, Earth Quake, Act of God or any calamity by nature affecting the regular development of the Real Estate Project;
 - (b) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority / Court;
 - (c) Any stay order / injunction order issued by any Court of Law, Tribunal, Competent Authority, MCGM, Statutory Authority, High Power Committee etc.
 - (d) Any other circumstances that may be deemed reasonable by the Authority.
- (ii) If the Promoter No.1 fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 8(i) above, then the Allottee shall be entitled to either:
 - (a) The Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter No.1 by courier / e-mail / registered post A.D. at the address provided by the Promoter No.1 (**"Allottee Termination Notice"**). On the receipt of the Allottee Termination Notice by the Promoter No.1, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee Termination Notice by the Promoter No.1, the Promoter No.1 shall refund to the Allottee the amounts already received by the Promoter No.1 under this Agreement with interest at the prevailing

rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon (“**Interest Rate**”) to be computed from the date the Promoter No.1 received such amount/part thereof till the date such amounts with the interest at the Interest Rate thereon are duly repaid provided a valid Deed of Cancellation of the said Premises is duly executed and registered to give effect to the above termination before making any refund. On such repayment of the amounts by the Promoter No.1 (as stated in this Clause), the Allottee shall have no claim of any nature whatsoever against the Promoter No.1 and/or the said Premises and/or the car park/s and that the Promoter No.1 shall be released and discharged from all its obligations and liabilities under this Agreement and the Promoter No.1 shall be entitled to deal with and/or dispose of the said Premises and/or the car park/s in the manner it deems fit and proper; **OR**

- (b) If the Allottee does not intend to withdraw from the Real Estate Project, then the Promoter No.1 shall pay interest at the Interest Rate for every month of delay from the Possession Date, on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter No.1 to the Allottee till the date of offering to hand over the possession of the said Premises by the Promoter No.1 to the Allottee;
- (iii) In case the Allottee elects his remedy under Sub-Clause (ii) (b) above then in such a case the Allottee shall not subsequently be entitled to the remedy under Sub-Clause (ii) (a) above.
- (iv) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Promoter No.1 interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (v) Without prejudice to the right of the Promoter No.1 to charge interest at the Interest Rate mentioned at Clause 8(iii) above, and any other rights and remedies available to the Promoter No.1, either (a) on the Allottee committing default in payment

on the due date of any amount due and payable by the Allottee to the Promoter No.1 under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or(b) the Allottee committing 3(three) defaults of payment of the instalments of the Sale Consideration, the Promoter No.1 shall be entitled to, at its own option and discretion, terminate this Agreement. Provided that, the Promoter No.1 shall give a notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter No.1 within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Promoter No.1 shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter No.1's Termination Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee. On the receipt of the Promoter No.1's Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoter No.1 shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoter No.1 may deem fit without any reference or recourse to the Allottee; and (ii) the Promoter No.1 shall be entitled to adjust and recover from the Allottee (a) pre-determined and agreed liquidated damages equivalent to 5% of the total consideration towards liquidated damages along with any losses that may accrue to the Promoter No.1, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter No.1's Termination Notice, (d) the amount of interest payable by the Allottee in terms of this Agreement from the date of default in payment till the date of Promoter No.1's Termination Notice as aforesaid. Further, upon termination of this agreement, the Promoter No.1 shall not be liable to pay to the Allottee any

interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter No.1's Termination Notice, the Promoter No.1 shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee simultaneously, with the Promoters and the Allottee executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee entirely. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter No.1 and/or the said Premises and/or the car park/s and that the receipt of the said refund by cheque from the Promoter No.1 by the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents whether the Allottee accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee is in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

10. The common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the **Fourth Schedule** hereunder written. The internal fittings and fixtures in the said Premises that shall be provided by the Promoter No.1 are listed in the **FIFTH Schedule** hereunder written. The Promoter No.1 may charge the Allottee separately for any up-gradation/ changes specifically requested or approved by the Allottee in fittings, fixtures and specifications requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee's request or approval but which have not been agreed upon herein.
11. **Procedure for taking possession:**
 - (i) Upon obtainment of the Occupation Certificate from the MCGM and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter No.1 shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges as determined by the Promoter No.1 or

the Society, as the case may be. The Promoter No.1 on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the Occupation Certificate of the Real Estate Project.

- (ii) The Allottee shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoter No.1 as per Clause 10(i) above, the Allottee shall take possession of the said Premises from the Promoter No.1 by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter No.1, and the Promoter No.1 shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the said Premises within the time provided in Clause 10(i) above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter No.1.
- (iv) Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/their/its proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the said Free Sale Plot No.1 including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned Local Authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Free Sale Plot No.1. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee shall pay to the Promoter No.1 such proportionate share of outgoings as may be determined by the Promoter No.1 at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter No.1, at its sole discretion, the Allottee shall pay to the Promoter No.1 a provisional monthly contribution of Rs._____ (Rupees _____ only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter No.1 shall not carry any interest and shall remain with the

Promoter No.1 until the Society Transfer is duly executed and registered. On the execution of the Society Transfer, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid by the Promoter No.1 to the Society.

- (v) Notwithstanding anything contents stated hereinabove, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee of the said Premises and if for whatsoever reasons respective Recovering Authority got recovered the same from the Promoter No.1 in such circumstances the Promoter No.1 herein shall be entitled to recover the same from the Allottee along with interests and Allottee herein shall pay the same to the Promoter No.1 within stipulated period as may be informed by the Promoter No.1 to the Allottee in writing. It is further specifically agreed that, aforesaid encumbrance shall be on the said Premises being first encumbrance of the Promoter No.1. The Allottee hereinwith due diligence has accepted aforesaid condition.
- (vi) The Allottee has given his specific confirmation herein that the responsibility of title of the said Land be on the Promoter No.1 upto and until the conveyance of the said Building and the assignment of the said Land Free Sale Portion thereunder.

12. DEFECT LIABILITY:

- (i) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter No.1 any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoter No.1 at his own cost and in case it is not possible to rectify such defects, then the Allottee to received from the Promoter No.1, compensation for such defect in the manner as provided under the Act;
- (ii) Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any

alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter No.1 the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter No.1, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

- (iii) That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- (iv) Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter No.1 shall not be responsible for any defects occurring due to the same.
- (v) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- (vi) That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (vii) It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an

expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for purpose of Residence only. The Allottee shall use the parking space/s only for the purpose of parking vehicle/s.

14. **Formation of the Society and Other Societies:**

- (i) Within 3 months from the date on which 51% (fifty one percent) of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter No.1 shall submit an application to the Competent Authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of the units/premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- (ii) The Allottee shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members ("**the Society**").
- (iii) For this purpose, the Allottee shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter No.1 within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter No.1 to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- (iv) The name of the Society shall be solely decided by the Promoter No.1.
- (v) The Society shall admit all allottees of flats and premises in the said Building as members, in accordance with its bye-laws.
- (vi) The Promoter No.1 shall, even after formation of the said Society be entitled to deal and dispose off such unsold units/tenements/commercial premises/ parking spaces as per its choice and on such terms and conditions and consideration as the Promoters may deem fit and proper.
- (vii) The Promoters shall be entitled, but not obliged to, join as a member of the Society in respect of the unsold premises in the Real Estate Project, if any.
- (viii) Post the execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (ix) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Society/Other Societies and their respective members/intended members including the Allottee, as the case may be, and the Promoters shall not be liable towards the same.

15. Transfer to the Society:

- (i) On or before **31st December, 2020**, the Promoters shall transfer to the Society the Real Estate Project with the common areas, facilities and amenities described in the **Fourth Schedule SCHEDULE** hereunder written vide a registered Indenture of Sub-Lease/ Assignment of Lease for the residue period of 30 years commencing from the signing of such document and renewable

for another period of 30 years in favour of the Common Organization. The Society shall be required to join in the execution and registration of the Society Transfer.

- (ii) The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities and the Promoter No.1 shall not be responsible for the same.

16. The Allottee shall, before the delivery of possession of the said Premises in accordance with Clause 11 above, deposit the following amounts with the Promoter No.1:

- (i) Rs.[●]/-(Rupees [●] only) for the share money and application entrance fee of the Society;
- (ii) Rs.[●]/- (Rupees [●] only) for the formation and registration of the Society;
- (iii) Rs.[●]/- (Rupees [●] only) for the proportionate share of taxes and other charges/levies in respect of the Society;
- (iv) Rs.[●]/- (Rupees [●] only) for the deposit towards the provisional monthly contribution towards outgoings of the Society;
- (v) Rs.[●]/- (Rupees [●] only) for the deposit towards water, electricity, and other utility and services connection charges; and
- (vi) Rs.[●]/- (Rupees [●] only) for the deposits of electrical receiving and sub-station provided/to be provided in the layout of the said Free Sale Plot No.1.

- (vii) _____ The above amounts are not refundable and no accounts or statements will be required to be given by the Promoter No. 1 to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter No. 1 except specified in clause 16 (iv). The amounts as mentioned in this Clause shall be deposited by the Promoter No. 1 in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allottee as and when required.

17. The Allottee shall pay to the Promoter No.1 a sum of Rs.[●]/- (Rupees [●] only) for meeting all the legal costs, charges and expenses, including

professional costs of the Attorney-at-Law/Advocates of the Promoter No.1 in connection with this Agreement, the transaction contemplated hereby, the formation of the Society, for preparing the rules, regulations and bye-laws of the Society and the cost of preparing and engrossing the Society Transfer and other deeds, documents and writings. The amounts as mentioned in this Clause shall be deposited by the Promoter No.1 in a separate bank account.

18. The Promoter No.1 has informed the Allottee that there may be common access roads, street lights, common recreation spaces, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plants and other common amenities and conveniences in the layout of the said Free Sale Plot No.1. The Promoter No.1 has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith the other allottees of flats/ units/premises in the Real Estate Project and/or on the said Free Sale Plot No.1 shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of the flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter No.1 and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the allottees of the flats/units/premises in the Real Estate Project shall object to the Promoter No.1 laying through or under or over the said Free Sale Plot No.1 or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Free Sale Plot No.1.

19. **Representations and Warranties of the Promoter No.1:**

The Promoters hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes and subject to what is stated in the Title Certificate and subject to the RERA Certificate:

- (i) The Promoter No.1 has a clear and marketable title and has the requisite rights to carry out the development upon the said Free Sale Plot No1. in accordance with the Sub-Development Agreement and also has actual, physical and legal possession

of the said Free Sale Plot No.1 for the implementation of the Project;

- (ii) The Promoter No.1 has the lawful rights and the requisite approvals from the Competent Authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project, save and except those disclosed to the Allottee;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project, save and except those disclosed to the Allottee;
- (v) All the approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Promoter No.1 has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;
- (vi) The Promoter No.1 has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter No.1 has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Free Sale Plot No.1 and the said Premises, which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Promoter No.1 confirms that the Promoter No.1 is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of the execution of the Society Transfer, the Promoter No.1 shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as

detailed in the **Fourth Schedule** hereunder written to the Society;

- (x) The Promoter No.1 has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the Competent Authorities till the Society Transfer and thereupon the same shall be borne by the Society; and
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Free Sale Plot No.1) has been received or served upon the Promoter No.1 in respect of the said Free Sale Plot No.1 and/or the Project, save and except those disclosed to the Allottee.
20. The Allottee, with the intention to bring all the persons into whosoever's hands the said Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter No.1 as follows:
- (i) The Allottee(s) has/ have gone through the terms and conditions as set out in the said Development Agreement, Sub-Development Agreement , Supplementary Agreement No.1, Supplementary Agreement No.2 and Supplementary Agreement No.3 and hereby undertake(s) to abide by the same. Further, the Allottee(s) is/are aware that the Promoter No.1 shall transfer its rights in respect of the said Building, the units comprised therein and the said Free Sale Portion as and by way of a lease/ sub -lease , in accordance with the terms and conditions Lease granted by SRA in favor of the Promoter No.1 and in such case, the Allottee(s) hereby agree(s) and undertake(s) to abide by all such terms and conditions as may be applicable to the lessee as setout therein and shall pay lease rent, transfer charges and all other amounts as may be required to be paid by him/her/it/them in accordance with the terms and conditions of the Lease. The rights and entitlements of the Allottee(s) hereunder are subject to the terms and conditions of the Development Agreement, Sub-Development Agreement , Supplementary Agreement No.1, Supplementary Agreement

No.2 and Supplementary Agreement No.3.

- (ii) To maintain the said Premises at the Allottee's own cost (to be borne and paid by the Allottee) in good and tenantable repair and condition from the date on which the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the applicable rules, regulations or bye-laws or change/alter or make any addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof, without the consent of the Local Authorities and the Promoter No.1;
- (iii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and the Allottee shall take due care and precaution while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of such breach;
- (iv) To carry out at his/her/their/its own cost and expenses (to be borne and paid by the Allottee) all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter No.1 to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (v) 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 addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and the Allottee shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises, without the prior written permission of the Promoter No.1 and/or the Society;

- (vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Free Sale Portion and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vii) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter No.1 and/or the said Organisation and of the MCGM and other concerned authorities;
- (viii) Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever;
- (ix) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises/Building in any manner whatsoever;
- (x) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Free Sale Plot No.1 and/or the Real Estate Project in which the said Premises is situated;
- (xi) Pay to the Promoter No.1 within 15 (fifteen) days of demand by the Promoter No.1, his share of security deposit demanded by

the concerned local authority or Government authority or body giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated;

- (xii) Bear and pay in a timely manner and forthwith, all the amounts, dues, taxes, instalments of the Sale Consideration, as required to be paid under this Agreement;
- (xiii) Not to change the user of the said Premises without the prior written permission of the Promoter No.1 and the Society and the concerned government authority;
- (xiv) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof or dispose of or alienate otherwise howsoever, the said Premises or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Allottee to the Promoter No.1 under this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the Interest Rate. In the event the Allottee is desirous of transferring the said Premises or any part thereof and/or its rights under this Agreement prior to making such full and final payment, then the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter No.1;
- (xv) The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said Building and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement;

- (xvi) The Allottee shall permit the Promoter No.1 and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof; and
- (xvii) Till the Society Transfer is executed in favour of the Society, the Allottee shall permit the Promoter No.1 and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Free Sale Plot No.1, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xviii) The Allottee shall not at any time do any work in the said Premises, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;
- (xix) To use the passenger lifts in the said Building for the period and in accordance with the rules and regulations framed by the Promoter No.1 or the Organisation, from time to time. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building including the said Premises;
- (xx) To pay all amounts agreed or liable to be paid by the Allottee pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee and shall keep the Promoter No.1 indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter No.1 by reason of non-payment non-observance and/or non-performance thereof;
- (xxi) The Promoter No.1 shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed premises in the said Building but the Allottee will pay all such charges without any dispute;
- (xxii) The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress

and egress only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time;

- (xxiii) The Allottee shall not display at any place in the said Premises /Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;
- (xxiv) Neither the Allottee nor the Organisation, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoter No.1 under this Agreement, Sub-Development Agreement , Supplementary Agreement No.1, Supplementary Agreement No.2 and Supplementary Agreement No.3 or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter No.1 as mentioned herein, and the Allottee and the said Organisation, as and when it is formed, shall be bound and liable to render to the Promoter No.1, all necessary assistance and co-operation, to enable it to exercise and avail of the same;
- (xxv) In the event Allottee would carry out any unauthorized construction / modification or has caused any damage to the said Premises or any portion of the said Building or any structure, facility or amenity on the said Free Sale Plot No.1, then the Allottee shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter No.1, the said Organisation and/or the concerned government, local or public bodies or authorities in that regard;
- (xxvi) The Allottee shall indemnify and keep indemnifying the Promoter No.1 towards/against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.

21. The Promoter No.1 shall maintain a separate bank account in respect of the sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings and legal charges and shall utilize such amounts only for the purposes for which they have been received.
22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the said Free Sale Plot No.1 and/or the said Building as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all the open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the Free Sale Plot No.1 of the Promoter No.1 as hereinbefore mentioned until the Society Transfer.
23. **Promoter No.1 shall not mortgage or create a charge:**
- After the Promoter No.1 executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Premises.
24. **Binding Effect:**
- Forwarding this Agreement to the Allottee by the Promoter No.1 does not create a binding obligation on the part of the Promoter No.1 or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due, as stipulated in the Payment Plan at Clause 3(i) above, within 30 (thirty) days from the date of its receipt by the Allottee and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoter No.1. If the Allottee(s) fails to execute and deliver to the Promoter No.1 this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned office of the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter No.1, then the Promoter No.1 shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall

be treated as cancelled and all the sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever.

25. **Entire Agreement:**

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises.

26. **Right to Amend:**

This Agreement may only be amended by the written consent of the both the Parties hereto.

27. **Provisions of this Agreement applicable to the Allottee/subsequent allottees:**

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

28. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the RERA Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

29. **Method of calculation of proportionate share:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in Project, the same shall

be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

30. **Further Assurances:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. **Place of Execution:**

The execution of this Agreement shall be complete only upon its execution by the Promoter No.1 through its authorized signatory at the Promoter No.1's office, or at some other place, which may be mutually agreed between the Promoter No.1 and the Allottee, in Mumbai City, after the Agreement is duly executed by the Allottee and the Promoter No.1 or simultaneously with the execution thereof, the said Agreement shall be registered at the office of the Sub-Registrar of Assurances. Hence, this Agreement shall be deemed to have been executed at Mumbai

32. The Allottee and/or the Promoter No.1 shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter No.1 will attend such office and admit the execution thereof.

33. All notices to be served upon the Allottee and the Promoter No.1 as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter No.1 by Courier or Registered Post A.D or notified E-mail ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of the Allottee

_____ (Allottee's Address)

Notified Email ID: _____

KANAKIA SPACES REALTY PRIVATE LIMITED

215 - Atrium, 10th Floor, Andheri Kurla Road,

Andheri (East), Mumbai - 400093

Notified Email ID: customercare.sevens@kanakia.com

It shall be the duty of the Allottee and the Promoter No.1 to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post A.D., failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter No.1 or the Allottee, as the case may be.

34. **Joint Allottees:**

In case there are Joint Allottees, all communications shall be sent by the Promoter No.1 to the Allottee whose name appears first and at the address given by him/her/it, which shall for all intents and purposes be considered as properly served on all the Allottees.

35. **Stamp Duty and Registration Charges:**

The charges towards stamp duty fees and registration charges of this Agreement shall be borne and paid by the Allottee alone.

36. **Dispute Resolution:**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

37. **Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

38. The Permanent Account Numbers of the parties hereto are as under:

Name	Permanent A/c. No.
KANAKIA SPACES REALTY PRIVATE LIMITED	AACCC4199F

M/S. NEW MONARCH BUILDERS & CONTRACTORS	AACFN8246R
Mr. _____	_____
_____	_____

IN WITNESS WHEREOF,the parties hereto have hereunto set and subscribed their respective handsto this Agreement, on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Descriptionof “the said Larger Property”)

All that piece and parcel of land admeasuring 34,633.90 sq. yds. equivalent to 28,957.41 sq.mtrs., bearing C.T.S. Nos. 706, 706/1 to 706/10 (now bearing C.T.S. Nos.706/1 to 706/22) of Village Marol, Taluka, Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with structures standing thereon and situated, lying and being at AndheriKurla Road, Andheri East, Mumbai 400059 and bounded as follows:

On or towards the East : By MithiRiver;
On or towards the West : By 90' D.P. Road;
On or towards the North : By 45' D.P. Road; and
On or towards the East : By AndheriKurla Road and Mathura
Das VasanjiRoad;

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of “the said Free Sale Plot No.1”)

All that piece and parcel of land admeasuring about 5184.36 sq. mtrs., being a part of the said larger property more particularly described in the First Schedule hereinabove written and delineated on the plan annexed hereto as and marked as ANNEXURE "A" and thereon shown surrounded by red colour boundary line and bounded as follows:

On or towards the East : By CTS No. 709
On or towards the West : By 18.30' D.P. Road & CTS No. 706/3
and 758
On or towards the North : By 12.20' D.P. Road & CTS No. 706/1 &
2 and 725

On or towards the South : By 9.15'D.P Road & Free Sale Plot No.2

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Description of “the said Flat”)

The Flat/Shop bearing No._____ on the _____ floor in Wing “_____” having RERA carpet area admeasuring about_____ square meters(Carpet Area) with exclusive balcony area admeasuring - _____ square meters in the Real Estate Project to be known as “KANAKIA SEVENS” under construction on the said Free Sale Plot No.1more particularly described in the Second Schedule.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Description of the Common Areas and Facilities in the said Project)

NAME OF AMENITY (ON TERRACE)		LOCATION
1	GARDEN	TERRACE
2	PUTTING GREEN	
3	CHILDRENS PLAY AREA	
4	CELEBRATIONS AREA (OPEN TO SKY)	
5	MEDITATION AREA (OPEN TO SKY)	
6	SKATING AREA	
7	CRICKET NET PITCH	
8	BASKET BALL POST	
9	SITTING AREA	
9	SWIMMING POOL	GROUND
10	FITNESS CENTRE	
11	SAUNA	PART OF FITNESS CENTRE
12	INDOOR GAMES	

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Description of the Amenities in the said Premises)

Sr. No.	Item	Location	Specification
1	Flooring	Living Room / Dinning	Vitrified Flooring
		Master Bedroom	Vitrified Flooring
		Other Bed Room	Vitrified Flooring
		Master Toilet	Ceramic tile flooring and ceramic tile for Dado
		Other Toilets	Ceramic tile flooring and ceramic tile for Dado
2	Wood Work	Main Door	Wooden Door frame with Laminate

			Finish shutter
		Other Door	Granite Frame with Laminated Door Shutter
3	Windows	All Windows	Aluminum windows
4	CP / Sanitary	All Toilets	Standard CP Sanitary
5	Internal Paint	walls & ceiling	Internal wall & ceiling with OBD Paint
5	Typical lobby	Every Floor	Vitrified Flooring with Dado
6	Switches	Internal / External Switches	Modular switches

SIGNED AND DELIVERED)
by the withinnamed “**Promoter No.1**”)
KANAKIA SPACES REALTY)
For **KANAKIA SPACES REALTY PRIVATE LIMITED**
PRIVATE LIMITED)
(Formerly known as “Kanakia Spaces)
Realtors Pvt. Ltd.” and originally)
incorporated with the name)
“Centaur Mercantile Pvt. Ltd.”)
through the hands of its Authorized Signatory)

in the presence of ...)
1.
2.

MRS. ASHA H. SHAH
Photograph/ Left Thumb Impression

SIGNED AND DELIVERED)
by the withinnamed “**Promoter No.2 /Confirming Party**”)
M/s. NEW MONARCH BUILDERS &)
CONTRACTORS)
through its Constituted Attorney)
KANAKIA SPACES REALTY)
PRIVATE LIMITED)
through the hands of its Authorized Signatory)
MRS. ASHA H. SHAH)
in the presence of ...)

1.

2.

MRS. ASHA H. SHAH
Photograph/ Left Thumb Impression

SIGNED AND DELIVERED)
by the withinnamed "**Allottee/s**")
Mr. _____)
Through _____ **its POA Holder**)

Mr. _____)
in the presence of ...)
1.)
2.)

RECEIPT

RECEIVED the day and year first hereinabove written of and from the within named Allottee a sum of **Rs.** _____/- **(Rupees** _____**Only)** as earnest money/part payment towards the Sale Consideration as within mentioned to be paid bythe Allottee to us, under this Agreement, the details of which are as under:

Sr. No	Receipt Date	Chq. Number	Bank	Chq. Date	Amount (Rs.)
1					
2					
Total					/-

WE SAY RECEIVED
For **KANAKIA SPACES REALTY PRIVATE LIMITED**
(Formerly known as “Kanakia Spaces Realtors Pvt. Ltd.”
and Originally incorporated with the name “Centaur
Mercantile Pvt. Ltd.)

(_____)
Authorized Signatory

Witnesses:

- 1.
- 2.

LIST OF ANNEXURES

ANNEXURE "A"

Plan of the Larger Property

Annexure "B"

Property Register Cards

Annexure "C"

Letter of Intent bearing No. bearing No. SRA / ENG / 253/ KE / ML / LOI dated 5th June, 2003

Annexure "D"

Intimation of approval bearing No. SRA / ENG / 1998 /KE/ML/ AP dated 6th November, 2012 and 11th January, 2016 for the said Free Sale Building

Annexure "E"

Commencement Certificate bearing No. SRA / ENG / 1998 / KE/ML/AP dated 10th December, 2007, last re-endorsed on 27th June, 2017

Annexure "F"

Title Certificate from Gobindram D. Talreja & Associates

Annexure "G"

Floor Plan

DATED THIS DAY OF _____

KANAKIA SPACES REALTY PRIVATE LIMITED
...the Promoter No.1

AND

M/S. NEW MONARCH BUILDERS &
CONTRACTORS

...the Promoter No.2 /Confirming Party

AND

Mr. _____

...the Allottee/s

...the Allottee/s

AGREEMENT FOR SALE

In respect of Flat/ No. _____ in
the Project known as “KANAKIA SEVENS”
situated at Andheri Kurla Road,
Andheri(East),Mumbai- 400 059.